

**BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

DECEMBER 16, 2021

AGENDA PACKAGE

Bobcat Trail Community Development District

Inframark, Infrastructure Management Services

210 North University Drive • Suite 702 • Coral Springs, Florida 33071

Telephone: (954) 603-0033 • Fax: (954) 345-1292

December 9, 2021

Board of Supervisors

Bobcat Trail Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Bobcat Trail Community Development District is scheduled to be held Thursday, December 16, 2021 at 3:00 p.m. at the Bobcat Trail Community Center, located at 1352 Bobcat Trail Boulevard, North Port, Florida 34288. Following is the advance agenda for the meeting:

- 1. Call to Order and Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment (3) Minute Time Limit**
- 4. Approval of the Consent Agenda**
 - A. November 18, 2021 CDD Minutes **(Page 6)**
 - B. December 7, 2021 Infrastructure/Asset Management Committee Minutes **(Page 12)**
 - C. November 30, 2021 Financial Report and Payment Register **(Page 15)**
- 5. Old Business**
 - A. Policies and Procedures **(Page 47)**
 - B. FY 2022 Meeting Schedule Discussion
- 6. New Business**
 - A. Resident Concerns
 - B. Standard Contract Addendum with Solitude Lake Management **(Page 50)**
 - C. House Bill No. 53 Update **(Page 55)**
 - D. New Street Signage
- 7. Manager's Report**
 - A. Follow Up Items
 - i. Credit Card Update
 - ii. Supervisor Training Discussion
 - iii. CDD Communication Discussion
- 8. Engineer's Report**

9. Attorney's Report

10. Other Reports

- A. Infrastructure/Asset Management Committee (Board Workshop)
- B. Landscape Committee
- C. Newsletter Supervisor
- D. Finance Supervisor
- E. Golf Liaison
- F. Lakes and Roads Supervisor
- G. Maintenance Supervisor
- H. Facilities Supervisor
- I. HOA Updates
- J. Commercial Properties

11. Public Comment (3) Minute Time Limit

12. Adjournment

Supporting documentation for agenda items is enclosed or will be distributed at the meeting.

The balance of the agenda is routine in nature and staff will present their reports with any necessary documentation at the meeting. I look forward to seeing you at the meeting; and in the meantime, if you have any questions, please contact me.

Sincerely,

Justin Faircloth

Justin Faircloth
District Manager

Fourth Order of Business

4A.

**MINUTES OF MEETING
BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Bobcat Trail Community Development District was held Thursday, November 18, 2021 at 3:00 p.m. at the Bobcat Trail Community Center, located at 1352 Bobcat Trail Boulevard, North Port, Florida.

Present and constituting a quorum were:

Paul Fisher	Chairman
John Nordstedt	Vice Chairman
Bruce Bauer	Assistant Secretary
Richard Burke	Assistant Secretary
Janet Guyer	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Members of the Public	

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Faircloth called the meeting to order and called the roll. A quorum was established, and various residents were present.

SECOND ORDER OF BUSINESS

Approval of Agenda

Mr. Faircloth presented the agenda for the meeting, and the following items were added under *New Business*:

- (E) Website Changes.
- (F) Lake 18 Discussion.
- (G) Rear Gate Discussion.

There being no further items,

On MOTION by Mr. Bauer, seconded by Mr. Nordstedt, with all in favor, the agenda was approved as amended.

THIRD ORDER OF BUSINESS**Public Comment (3) Minute Time Limit**

Hearing no comments from the public, the next order of business followed.

FOURTH ORDER OF BUSINESS**Approval of the Consent Agenda**

- A. October 21, 2021 CDD Minutes**
- B. November 2, 2021 Infrastructure/Asset Management Committee Minutes**
- C. October 31, 2021 Financial Report and Payment Register**
- D. Motion to Assign Fund Balance**
- E. Resolution 2022-02, Designating Justin Faircloth as Secretary**
- F. Fiscal Year 2022 \$100 Employee Holiday Bonus**
- G. August 12, 2021 & August 30, 2021 Landscape Committee Minutes**

Mr. Faircloth presented the Consent Agenda with the items as listed above, and requested any additions, corrections or deletions.

There being none,

On MOTION by Mr. Fisher, seconded by Mr. Nordstedt, with all in favor, the Consent Agenda was approved as presented.

FIFTH ORDER OF BUSINESS**Old Business****A. Policies and Procedures**

- Mr. Faircloth noted Inframark staff was working to recover the data previously sent to Ms. Lansford regarding changes to Policies and Procedures.
 - The Board was attempting to update the Policies and Procedures, as well as the different forms.
 - The Board agreed to table this item to the next meeting.
- Mr. Fisher inquired about the workflow process in Avid for engineering invoices.
 - The outstanding Rose Paving Invoice, PS-INV 116906, was discussed, with Mr. Faircloth noting to the Board that Rose Paving indicated they were not responsible for irrigation issues, and the invoice should be paid as presented, unless the Board desired to pursue the issue further with the vendor.

SIXTH ORDER OF BUSINESS**New Business****A. Resident Concerns**

There being no resident concerns, the next item followed.

B. Solitude Lake Management Snail Treatment Discussion

- The Board agreed to have Solitude Lake Management continue with the same snail treatment.

C. Open Hole Discussion

- The Board noted the open hole had been closed.
 - A resident fell into the hole and broke a leg. Mr. Doug Knowles agreed to send Mr. Faircloth an email regarding the incident to forward to the District's insurer for informational purposes.

D. Discussion on Employee Raises

On MOTION by Mr. Fisher, seconded by Ms. Guyer, with all in favor, salary increases of 5% for all District employees were approved.

E. Website Changes

- Mr. Fisher requested changes to be made to the website. Discussion ensued regarding how changes may be made. Mr. Fisher will provide Mr. Faircloth a list of changes to be made.

F. Lake 18 Discussion

On MOTION by Ms. Guyer, seconded by Mr. Bauer, with all in favor, the proposal from Solitude Lake Management in the amount of \$143 per month for monthly bacteria treatments for Lake 18, was approved.

- The Board will revisit this decision in six months.

G. Rear Gate Discussion

On MOTION by Mr. Bauer, seconded by Mr. Nordstedt, with all in favor, the proposal from Main Gate Enterprises in the amount of \$21,271 for repair of the rear gate was approved.

SEVENTH ORDER OF BUSINESS**District Manager's Report**

- Mr. Faircloth thanked the Board for the opportunity to work with the District.

EIGHTH ORDER OF BUSINESS**Engineer's Report**

- Mr. Fisher noted the Attorney's Report should be included on future agendas.
- Mr. Fisher discussed the letter sent to Mr. Rich Smith regarding well repairs, and that Mr. Smith stated the repairs were to commence on November 29, 2021.

NINTH ORDER OF BUSINESS**Other Reports****A. Infrastructure/Asset Management Committee (Board Workshop)**

- The Board noted the next I/A Committee Meeting is scheduled to be held Tuesday, December 7, 2021.

B. Landscape Committee

- Gatehouse access for LMP was discussed.

On MOTION by Mr. Fisher, seconded by Mr. Nordstedt, with all in favor, all District vendors shall be required to contact Sunshine 811 for any projects which require digging.

C. Newsletter Supervisor

- Mr. Nordstedt noted he was gathering information for the newsletter, which will be published soon.

D. Finance Supervisor

- Mr. Nordstedt noted District finances are in good condition.

E. Golf Liaison

- The Board discussed golf course irrigation and the artesian well.

F. Lakes and Roads Supervisor

- Ms. Guyer commented on the need to obtain pricing to repair the range lake mitered end sections. Ms. Guyer will obtain bids.
- The Board was reminded about an RV approved to park in the parking lot over Thanksgiving.
- G. Maintenance Supervisor**
 - Mr. Burke commented on the pool work, noting the acid wash should take place soon, after which the pool would be refilled.
 - Mr. Burke commented on use of the restrooms and their condition.
- H. Facilities Supervisor**
 - Mr. Bauer commented that two benches from the tennis courts should be removed due to their condition.

On MOTION by Mr. Bauer, seconded by Mr. Fisher, with all in favor, the two benches from the tennis courts shall be removed and be considered surplus items due to their poor condition.

- Mr. Bauer commented on capacity of the Community Center.
- Mr. Bauer commented on programming the alarm of the Community Center.
- Mr. Bauer commented on a recent gate strike and collection of \$125.

TENTH ORDER OF BUSINESS**Public Comment (3 Minute Time Limit)**

- Residents inquired about backflow procedures, bacteria treatment for the lakes, pool restroom usage, the back gate, irrigation, and Envera items.

ELEVENTH ORDER OF BUSINESS**Adjournment**

There being no further business,

On MOTION by Mr. Nordstedt, seconded by Mr. Bauer, with all in favor, the meeting was adjourned at 4:33 p.m.

Justin Faircloth
Secretary

Paul Fisher
Chairman

4B

**Bobcat Trail Community Development District
Infrastructure/Asset Management Meeting Minutes: December 7, 2021**

1. **Call to Order:** Meeting was called to order by Paul Fisher at 3:00 pm
2. **Roll Call:** Janet Guyer, Dick Burke, John Nordstedt, Bruce Bauer, and Paul Fisher
3. **Approval of Agenda:** Added to the agenda the following: item 5e) Newspaper article in the Sun today and 5f) Email blast changes. The agenda was approved with the changes
4. **Public Comments:** There were no public comments

5. Old Business

a) Update on street resurfacing: Phase two of road resurfacing is complete> Next phase will be Solitary Palm, Phoenix Pam, and Lady Palm, if ready

b) Update on Well pump repair: Well pump repair is not complete as of today but Rich Smith said that the well pump repair would be done this Thursday and Friday. We will wait and see. Supervisor Fisher read an e mail from the CDD attorney concerning research done on the Well agreement and the water agreement with the golf course.

c) Water Interruptions to Fairway Commons: There have been three recent incidences of water not getting to Fairway Commons in a timely manner. Two of these were pump stoppages that were corrected. Other than these times the water has been supplied to Fairway Commons as required in the Water Agreement between the golf course and the CDD.

d Discuss options for future actions concerning water agreements-We, as a board, are not sure of our available options at the time concerning the water and well agreements with the golf course. Options for future actions will be discussed with our attorneys at the next CDD meeting on December 16, 2021.

e) Sun Newspaper article on golf course-There was an article in the Sun Newspaper today about the golf course being for sale. Comments in the article from CDD supervisors were personal opinions as individual residents of Bobcat Trail. No one was speaking for the CDD Board in the article. We have not officially discussed the sale of the golf course as a board agenda item.

f) Email blast changes-The board would like to look into being able to send our own email blasts to the community rather than going through the Bobcat Trail HOA to send emails. We will ask Justin Faircloth to advise us on this possibility at the December 16, 2021 CDD meeting

a) Discussion--attorney needed at next CDD meeting in December: YES. We would like our attorney to attend the December 16, 2021 CDD meeting.

**Bobcat Trail Community Development District
Infrastructure/Asset Management Meeting Minutes: Dec 7, 2021 pg2**

b) Resident e mails, comments, and concerns:

None

7. Supervisors Comments and Updates:

John Nordstedt updated us on the completion of the 2021 budget

Janet Guyer updated us on concrete repair for residents possibly using our vendor. She will look into this.

Paul Fisher said phase 3 of the landscape project is complete.

Bruce Bauer corrected some mistakes made by Envera at the front entrance. Bruce thanked the SET committee for all their hard work decorating the community center for Christmas. He stated also that the pool alarm has been going off because people are staying late. He will look into resetting the alarm

Dick Burke mentioned the pool repair and maintenance is complete and the pool is open. He also said the maintenance truck was back and freshly painted. Dick thanked the volunteers that put up the Christmas decorations at the front gate and the other areas of the community.

8. Public Comments

A resident thanked the board for the work over the past few months concerning the golf course closing.

A reporter for the Sun identified herself and said she was the one that wrote the article in the paper that morning.

9. Adjournment: Meeting was adjourned at 4:10 PM

4C

**Bobcat Trail
Community Development District**

*Financial Report
November 30, 2021*

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**Bobcat Trail
Community Development District**

Financial Statements

(Unaudited)

November 30, 2021

Balance Sheet
November 30, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 589,529	\$ -	\$ 589,529
Due From Other Funds	-	85,247	85,247
Investments:			
Money Market Account	532,982	-	532,982
Reserve Fund	-	23,095	23,095
Revenue Fund	-	24,903	24,903
Prepaid Items	7,232	-	7,232
Deposits	216	-	216
TOTAL ASSETS	\$ 1,129,959	\$ 133,245	\$ 1,263,204
<u>LIABILITIES</u>			
Accounts Payable	\$ 13,358	\$ -	\$ 13,358
Accrued Expenses	7,727	-	7,727
Accrued Taxes Payable	10	-	10
Due To Other Funds	85,247	-	85,247
TOTAL LIABILITIES	106,342	-	106,342
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	7,232	-	7,232
Deposits	216	-	216
Restricted for:			
Debt Service	-	133,245	133,245
Assigned to:			
Operating Reserves	36,494	-	36,494
Reserves - Activity Center	56,720	-	56,720
Reserves - CAM/Fence Construction	10,000	-	10,000
Reserves - Gate	22,000	-	22,000
Reserves - Gatehouse/Equipment	10,000	-	10,000
Reserves - Lakes	230,000	-	230,000
Reserves - Landscape	43,000	-	43,000
Reserves - Pools	25,000	-	25,000
Reserves - Roadways	554,548	-	554,548
Reserve - Security Features	15,000	-	15,000
Reserves - Vehicle	13,407	-	13,407
Unassigned:	-	-	-
TOTAL FUND BALANCES	\$ 1,023,617	\$ 133,245	\$ 1,156,862
TOTAL LIABILITIES & FUND BALANCES	\$ 1,129,959	\$ 133,245	\$ 1,263,204

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	NOV-21 ACTUAL
REVENUES					
Interest - Investments	\$ 3,000	\$ 500	\$ 316	\$ (184)	\$ 151
Special Events	1,000	166	-	(166)	-
Interest - Tax Collector	1,000	166	-	(166)	-
Rents or Royalties	500	84	-	(84)	-
Special Assmnts- Tax Collector	769,563	153,913	262,164	108,251	262,164
Special Assmnts- Other	110,332	22,066	37,586	15,520	37,586
Special Assmnts- Discounts	(35,196)	(7,039)	(12,108)	(5,069)	(12,108)
Other Miscellaneous Revenues	2,000	334	1	(333)	1
Gate Bar Code/Remotes	2,000	334	523	189	145
TOTAL REVENUES	854,199	170,524	288,482	117,958	287,939
EXPENDITURES					
Administration					
P/R-Board of Supervisors	12,000	2,000	2,000	-	1,200
FICA Taxes	918	154	153	1	92
ProfServ-Engineering	20,000	3,334	1,610	1,724	1,610
ProfServ-Legal Services	15,000	2,500	-	2,500	-
ProfServ-Trustee Fees	3,717	3,717	3,717	-	-
Auditing Services	4,200	-	-	-	-
Insurance - General Liability	18,000	18,000	18,710	(710)	-
Legal Advertising	1,000	166	152	14	-
Miscellaneous Services	1,700	284	-	284	-
Misc-Assessment Collection Cost	13,198	2,640	4,315	(1,675)	4,315
Misc-Web Hosting	1,908	318	318	-	159
Annual District Filing Fee	175	175	175	-	-
Total Administration	91,816	33,288	31,150	2,138	7,376
Other General Govt Services					
ProfServ-Mgmt Consulting	53,045	8,840	8,820	20	4,400
ProfServ-Special Assessment	6,180	-	-	-	-
ProfServ-E-mail Maintenance	2,000	334	215	119	108
Postage and Freight	200	34	15	19	-
Printing and Binding	1,000	166	5	161	-
Office Supplies	500	84	19	65	19
Total Other General Govt Services	62,925	9,458	9,074	384	4,527

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	NOV-21 ACTUAL
<u>Landscape Services</u>					
Contracts-Landscape	142,047	23,674	23,675	(1)	11,837
R&M-Irrigation	10,000	1,666	746	920	208
R&M-Landscape Renovations	10,000	1,666	-	1,666	-
R&M-Plant Replacement	4,000	666	413	253	413
R&M-Landscape Lighting	3,000	500	309	191	-
R&M-Phase III	55,400	9,234	55,277	(46,043)	55,277
Misc-Holiday Lighting	850	425	-	425	-
Total Landscape Services	225,297	37,831	80,420	(42,589)	67,735
<u>Utilities</u>					
Electricity - Streetlights	6,300	1,050	372	678	135
Electricity - Gate	5,500	916	413	503	230
Electricity - Irrigation	2,500	416	241	175	135
Total Utilities	14,300	2,382	1,026	1,356	500
<u>Gatehouse</u>					
Contracts-Security Services	72,000	12,000	14,465	(2,465)	7,232
Communication - Telephone	4,300	716	813	(97)	306
Utility - Water & Sewer	850	142	102	40	50
R&M-Gate	2,000	334	20	314	20
R&M-Access&Surveillance Systems	1,500	250	222	28	111
Misc-Bar Codes	4,000	666	-	666	-
Op Supplies - Gatehouse	500	84	-	84	-
Capital Outlay	22,000	22,000	-	22,000	-
Total Gatehouse	107,150	36,192	15,622	20,570	7,719
<u>Lakes and Roads</u>					
Contracts-Lakes	36,000	6,000	6,848	(848)	3,874
R&M-Lake	10,000	1,666	-	1,666	-
R&M-Road Cleaning	4,170	696	585	111	585
R&M-Sealcoating	183,866	30,644	174,224	(143,580)	56,785
R&M-Sidewalks	7,000	1,166	27,835	(26,669)	3,115
R&M-Stormwater System	10,000	1,666	-	1,666	-
R&M-Invasive Plant Maintenance	2,000	334	-	334	-
R&M-Street/Gutter Repairs	10,000	1,666	63,589	(61,923)	63,589
Miscellaneous Maintenance	5,000	834	-	834	-
Reserve - Lakes	30,000	30,000	-	30,000	-
Total Lakes and Roads	298,036	74,672	273,081	(198,409)	127,948

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	NOV-21 ACTUAL
Community Center					
Payroll-Hourly	21,750	3,626	2,651	975	1,653
FICA Taxes	1,664	278	203	75	126
Contracts-Other Services	1,500	250	54	196	-
Contracts-Cleaning Services	12,500	2,084	2,440	(356)	1,100
Utility - Other	5,400	900	1,290	(390)	859
Electricity - General	5,400	900	694	206	347
Utility - Water & Sewer	4,800	800	1,725	(925)	500
Insurance - Property	12,500	12,500	12,474	26	-
R&M-Pest Control	550	138	115	23	115
R&M-Tennis Courts	500	84	-	84	-
R&M-Fitness Equipment	6,500	1,084	-	1,084	-
R&M-Maintenance	4,000	666	1,865	(1,199)	1,865
Misc-Contingency	4,000	666	592	74	-
Cleaning Services	800	134	-	134	-
Supplies - Misc.	4,000	666	73	593	73
Total Community Center	85,864	24,776	24,176	600	6,638
Pools and Maintenance					
Payroll-Hourly	22,000	3,666	1,880	1,786	1,375
FICA Taxes	1,683	280	144	136	105
Contracts-Pools	8,050	1,342	1,300	42	650
Utility - Gas	700	116	32	84	16
Utility - Water & Sewer	6,800	1,134	231	903	150
R&M-Pools	4,400	734	-	734	-
R&M-Vehicles	1,600	266	1,549	(1,283)	1,549
R&M-Community Maintenance	12,500	2,084	144	1,940	144
R&M-Pressure Reducing Valve	2,000	334	-	334	-
Total Pools and Maintenance	59,733	9,956	5,280	4,676	3,989
TOTAL EXPENDITURES	945,121	228,555	439,829	(211,274)	226,432
Excess (deficiency) of revenues Over (under) expenditures	(90,922)	(58,031)	(151,347)	(93,316)	61,507
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	(90,922)	-	-	-	-
TOTAL FINANCING SOURCES (USES)	(90,922)	-	-	-	-
Net change in fund balance	\$ (90,922)	\$ (58,031)	\$ (151,347)	\$ (93,316)	\$ 61,507
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,174,964	1,174,964	1,174,964		
FUND BALANCE, ENDING	\$ 1,084,042	\$ 1,116,933	\$ 1,023,617		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2021

													TOTAL	
Account Description	Oct Actual	Nov Actual	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Actual Thru 11/30/2021	Adopted Budget
Revenues														
Interest - Investments	\$ 163	\$ 151	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 316	\$ 3,000
Special Events	-	-	83	83	83	83	83	83	83	83	83	87	-	1,000
Interest - Tax Collector	-	-	83	83	83	83	83	83	83	83	83	87	-	1,000
Rents or Royalties	-	-	42	42	42	42	42	42	42	42	42	38	-	500
Special Assmnts- Tax Collector	-	262,164	461,738	38,478	38,478	38,478	38,478	-	-	-	-	-	262,164	769,563
Special Assmnts- Other	-	37,586	66,198	5,517	5,517	5,517	5,517	-	-	-	-	-	37,586	110,332
Special Assmnts- Discounts	-	(12,108)	(21,118)	(1,760)	(1,760)	(1,760)	(1,759)	-	-	-	-	-	(12,108)	(35,196)
Other Miscellaneous Revenues	-	1	167	167	167	167	167	167	167	167	167	163	1	2,000
Gate Bar Code/Remotes	379	145	167	167	167	167	167	167	167	167	167	163	523	2,000
Total Revenues	542	287,939	507,610	43,027	43,027	43,027	43,028	792	792	792	792	788	288,482	854,199
Expenditures														
Administrative														
P/R-Board of Supervisors	800	1,200	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	2,000	12,000
FICA Taxes	61	92	77	77	77	77	77	77	77	77	77	71	153	918
ProfServ-Engineering	-	1,610	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,663	1,610	20,000
ProfServ-Legal Services	-	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000
ProfServ-Trustee Fees	3,717	-	-	-	-	-	-	-	-	-	-	-	3,717	3,717
Auditing Services	-	-	-	-	2,100	2,100	-	-	-	-	-	-	-	4,200
Insurance - General Liability	18,710	-	-	-	-	-	-	-	-	-	-	-	18,710	18,000
Legal Advertising	152	-	83	83	83	83	83	83	83	83	83	87	152	1,000
Miscellaneous Services	-	-	142	142	142	142	142	142	142	142	142	138	-	1,700
Misc-Assessment Collection Cost	-	4,315	7,919	660	660	660	659	-	-	-	-	-	4,315	13,198
Misc-Web Hosting	159	159	159	159	159	159	159	159	159	159	159	159	318	1,908
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	175
Total Administrative	23,774	7,376	12,297	5,038	7,138	7,138	5,037	4,378	4,378	4,378	4,378	4,368	31,150	91,816

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2021

													TOTAL	
Account Description	Oct Actual	Nov Actual	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Actual Thru 11/30/2021	Adopted Budget
<u>Other General Govt Services</u>														
ProfServ-Mgmt Consulting	4,420	4,400	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,425	8,820	53,045
ProfServ-Special Assessment	-	-	6,180	-	-	-	-	-	-	-	-	-	-	6,180
ProfServ-E-mail Maintenance	108	108	167	167	167	167	167	167	167	167	167	163	215	2,000
Postage and Freight	15	-	17	17	17	17	17	17	17	17	17	13	15	200
Printing and Binding	5	-	83	83	83	83	83	83	83	83	83	87	5	1,000
Office Supplies	-	19	42	42	42	42	42	42	42	42	42	38	19	500
Total Other General Govt Services	4,548	4,527	10,909	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,726	9,074	62,925
<u>Landscape Services</u>														
Contracts-Landscape	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,840	23,675	142,047
R&M-Irrigation	538	208	833	833	833	833	833	833	833	833	833	837	746	10,000
R&M-Landscape Renovations	-	-	833	833	833	833	833	833	833	833	833	837	-	10,000
R&M-Plant Replacement	-	413	333	333	333	333	333	333	333	333	333	337	413	4,000
R&M-Landscape Lighting	309	-	250	250	250	250	250	250	250	250	250	250	309	3,000
R&M-Phase III	-	55,277	4,617	4,617	4,617	4,617	4,617	4,617	4,617	4,617	4,617	4,613	55,277	55,400
Misc-Holiday Lighting	-	-	425	-	-	-	-	-	-	-	-	-	-	850
Total Landscape Services	12,684	67,735	19,128	18,703	18,703	18,703	18,703	18,703	18,703	18,703	18,703	18,714	80,420	225,297
<u>Utilities</u>														
Electricity - Streetlights	238	135	525	525	525	525	525	525	525	525	525	525	372	6,300
Electricity - Gate	183	230	458	458	458	458	458	458	458	458	458	462	413	5,500
Electricity - Irrigation	106	135	208	208	208	208	208	208	208	208	208	212	241	2,500
Total Utilities	527	500	1,191	1,191	1,191	1,191	1,191	1,191	1,191	1,191	1,191	1,199	1,026	14,300
<u>Gatehouse</u>														
Contracts-Security Services	7,232	7,232	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	14,465	72,000
Communication - Telephone	507	306	358	358	358	358	358	358	358	358	358	362	813	4,300
Utility - Water & Sewer	52	50	71	71	71	71	71	71	71	71	71	69	102	850
R&M-Gate	-	20	167	167	167	167	167	167	167	167	167	163	20	2,000
R&M-Access&Surveillance Systems	111	111	125	125	125	125	125	125	125	125	125	125	222	1,500

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2021

Account Description	Oct Actual	Nov Actual	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL	
													Actual Thru 11/30/2021	Adopted Budget
Misc-Bar Codes	-	-	333	333	333	333	333	333	333	333	333	337	-	4,000
Op Supplies - Gatehouse	-	-	42	42	42	42	42	42	42	42	42	38	-	500
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	22,000
Total Gatehouse	7,902	7,719	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,094	15,622	107,150
<u>Lakes and Roads</u>														
Contracts-Lakes	2,974	3,874	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	6,848	36,000
R&M-Lake	-	-	833	833	833	833	833	833	833	833	833	837	-	10,000
R&M-Road Cleaning	-	585	348	348	348	348	348	348	348	348	348	342	585	4,170
R&M-Sealcoating	117,439	56,785	15,322	15,322	15,322	15,322	15,322	15,322	15,322	15,322	15,322	15,324	174,224	183,866
R&M-Sidewalks	24,720	3,115	583	583	583	583	583	583	583	583	583	587	27,835	7,000
R&M-Stormwater System	-	-	833	833	833	833	833	833	833	833	833	837	-	10,000
R&M-Invasive Plant Maintenance	-	-	167	167	167	167	167	167	167	167	167	163	-	2,000
R&M-Street/Gutter Repairs	-	63,589	833	833	833	833	833	833	833	833	833	837	63,589	10,000
Miscellaneous Maintenance	-	-	417	417	417	417	417	417	417	417	417	413	-	5,000
Reserve - Lakes	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000
Total Lakes and Roads	145,133	127,948	22,336	22,336	22,336	22,336	22,336	22,336	22,336	22,336	22,336	22,340	273,081	298,036
<u>Community Center</u>														
Payroll-Hourly	998	1,653	1,813	1,813	1,813	1,813	1,813	1,813	1,813	1,813	1,813	1,807	2,651	21,750
FICA Taxes	76	126	139	139	139	139	139	139	139	139	139	135	203	1,664
Contracts-Other Services	54	-	125	125	125	125	125	125	125	125	125	125	54	1,500
Contracts-Cleaning Services	1,340	1,100	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,038	2,440	12,500
Utility - Other	431	859	450	450	450	450	450	450	450	450	450	450	1,290	5,400
Electricity - General	347	347	450	450	450	450	450	450	450	450	450	450	694	5,400
Utility - Water & Sewer	1,225	500	400	400	400	400	400	400	400	400	400	400	1,725	4,800
Insurance - Property	12,474	-	-	-	-	-	-	-	-	-	-	-	12,474	12,500
R&M-Pest Control	-	115	-	138	-	-	138	-	-	136	-	-	115	550
R&M-Tennis Courts	-	-	42	42	42	42	42	42	42	42	42	38	-	500
R&M-Fitness Equipment	-	-	542	542	542	542	542	542	542	542	542	538	-	6,500
R&M-Maintenance	-	1,865	333	333	333	333	333	333	333	333	333	337	1,865	4,000

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending November 30, 2021

Account Description	Oct Actual	Nov Actual	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL	
													Actual Thru 11/30/2021	Adopted Budget
Misc-Contingency	592	-	333	333	333	333	333	333	333	333	333	337	592	4,000
Cleaning Services	-	-	67	67	67	67	67	67	67	67	67	63	-	800
Supplies - Misc.	-	73	333	333	333	333	333	333	333	333	333	337	73	4,000
Total Community Center	17,537	6,638	6,069	6,207	6,069	6,069	6,207	6,069	6,069	6,205	6,069	6,055	24,176	85,864
<u>Pools and Maintenance</u>														
Payroll-Hourly	504	1,375	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,837	1,880	22,000
FICA Taxes	39	105	140	140	140	140	140	140	140	140	140	143	144	1,683
Contracts-Pools	650	650	671	671	671	671	671	671	671	671	671	669	1,300	8,050
Utility - Gas	16	16	58	58	58	58	58	58	58	58	58	62	32	700
Utility - Water & Sewer	81	150	567	567	567	567	567	567	567	567	567	563	231	6,800
R&M-Pools	-	-	367	367	367	367	367	367	367	367	367	363	-	4,400
R&M-Vehicles	-	1,549	133	133	133	133	133	133	133	133	133	137	1,549	1,600
R&M-Community Maintenance	-	144	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,038	144	12,500
R&M-Pressure Reducing Valve	-	-	167	167	167	167	167	167	167	167	167	163	-	2,000
Total Pools and Maintenance	1,290	3,989	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,975	5,280	59,733
Total Expenditures	213,395	226,432	84,004	70,278	72,240	72,240	70,277	69,480	69,480	69,616	69,480	69,471	439,829	945,121
Excess (deficiency) of revenues Over (under) expenditures	(212,853)	61,507	423,606	(27,251)	(29,213)	(29,213)	(27,249)	(68,688)	(68,688)	(68,824)	(68,688)	(68,683)	(151,347)	(90,922)
<u>Other Financing Sources (Uses)</u>														
Contribution to (Use of) Fund Balance	-	-	423,606	(27,251)	(29,213)	(29,213)	(27,249)	(68,688)	(68,688)	(68,824)	(68,688)	(68,683)	-	(90,922)
Total Financing Sources (Uses)	-	-	423,606	(27,251)	(29,213)	(29,213)	(27,249)	(68,688)	(68,688)	(68,824)	(68,688)	(68,683)	-	(90,922)
Net change in fund balance	\$ (212,853)	\$ 61,507	\$ 423,606	\$ (27,251)	\$ (29,213)	\$ (29,213)	\$ (27,249)	\$ (68,688)	\$ (68,688)	\$ (68,824)	\$ (68,688)	\$ (68,683)	\$ (151,347)	\$ (90,922)
Fund Balance, Beginning (Oct 1, 2021)													1,174,964	1,174,964
Fund Balance, Ending													\$ 1,023,617	\$ 1,084,042

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	NOV-21 ACTUAL
REVENUES					
Interest - Investments	\$ 12	\$ 2	\$ 1	\$ (1)	\$ -
Special Assmnts- Tax Collector	245,899	49,180	83,770	34,590	83,770
Special Assmnts- Discounts	(9,836)	(1,967)	(3,384)	(1,417)	(3,384)
TOTAL REVENUES	236,075	47,215	80,387	33,172	80,386
EXPENDITURES					
Administration					
Misc-Assessment Collection Cost	3,688	738	1,206	(468)	1,206
Total Administration	3,688	738	1,206	(468)	1,206
Debt Service					
Principal Debt Retirement	185,000	-	1,000	(1,000)	1,000
Interest Expense	45,245	22,623	22,623	-	22,623
Total Debt Service	230,245	22,623	23,623	(1,000)	23,623
TOTAL EXPENDITURES	233,933	23,361	24,829	(1,468)	24,829
Excess (deficiency) of revenues					
Over (under) expenditures	2,142	23,854	55,558	31,704	55,557
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	2,142	-	-	-	-
TOTAL FINANCING SOURCES (USES)	2,142	-	-	-	-
Net change in fund balance	\$ 2,142	\$ 23,854	\$ 55,558	\$ 31,704	\$ 55,557
FUND BALANCE, BEGINNING (OCT 1, 2021)	77,687	77,687	77,687		
FUND BALANCE, ENDING	\$ 79,829	\$ 101,541	\$ 133,245		

**Bobcat Trail
Community Development District**

Supporting Schedules

November 30, 2021

Non-Ad Valorem Special Assessments
(Sarasota County Tax Collector - Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2022

					ALLOCATION		
DATE RECEIVED	NET AMOUNT RECEIVED	DISCOUNT/ (PENALTIES) AMOUNT	COLLECTION COSTS	GROSS AMOUNT RECEIVED	RESIDENTIAL GENERAL FUND ASSESSMENTS	BOBCAT VILLAGE GENERAL FUND ASSESSMENTS	DEBT SERVICE SERIES 2017 ASSESSMENTS
Assessments Levied FY 2022				\$ 1,125,793	\$ 769,562	\$ 110,332	\$ 245,899
Allocation %				100%	68%	10%	22%
11/23/21	\$ 117,014	\$ 5,107	\$ 1,782	\$ 123,902	\$ 84,696	\$ 12,143	\$ 27,063
11/30/21	\$ 245,495	\$ 10,385	\$ 3,739	\$ 259,618	\$ 177,468	\$ 25,443	\$ 56,707
TOTAL	\$ 362,509	\$ 15,492	\$ 5,520	\$ 383,520	\$ 262,164	\$ 37,586	\$ 83,770
% COLLECTED					34%	34%	34%
TOTAL OUTSTANDING				\$ 742,272	\$ 507,398	\$ 72,745	\$ 162,129

Bobcat Trail CDD

Bank Reconciliation

Bank Account No. 9087 Bank United GF Checking
Statement No. 11-21
Statement Date 11/30/2021

G/L Balance (LCY)	589,529.46	Statement Balance	789,770.57
G/L Balance	589,529.46	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	789,770.57
Subtotal	589,529.46	Outstanding Checks	200,241.11
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	589,529.46	Ending Balance	589,529.46
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
11/19/2021	Payment	5952	ACPLM	120,253.50	0.00	120,253.50
11/19/2021	Payment	5954	LANDSCAPE MAINTENANCE	55,277.00	0.00	55,277.00
11/23/2021	Payment	5955	ROSE PAVING LLC	24,710.61	0.00	24,710.61
Total Outstanding Checks.....				200,241.11		200,241.11

P.O. Box 521599 Miami, FL 33152-1599

>002479 6162844 0001 008229 10Z
BOBCAT TRAIL CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071

Statement Date: November 30, 2021

Account Number: *****9087

Customer Service Information


Client Care: 877-779-BANK (2265)



Web Site: www.bankunited.com



Bank Address: BankUnited
P.O. Box 521599
Miami, FL 33152-1599


Customer Message Center

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PUBLIC FUND ANALYSIS CHECKING Account ***9087**
Account Summary

Statement Balance as of 10/31/2021			\$169,668.86
Plus	6	Deposits and Other Credits	\$680,461.83
Less	58	Withdrawals, Checks, and Other Debits	\$60,360.12
Less		Service Charge	\$0.00
Plus		Interest Paid	\$0.00
Statement Balance as of 11/30/2021			\$789,770.57

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
11/01/2021	CHECK #5927	\$463.53		\$169,205.33
11/02/2021	CHECK #5928	\$3,335.00		\$165,870.33
11/02/2021	CHECK #5929	\$11,837.25		\$154,033.08
11/02/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$25.94		\$154,007.14
11/02/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$32.07		\$153,975.07
11/02/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$36.06		\$153,939.01
11/02/2021	FPL DIRECT DEBIT ELEC PYMT	\$50.07		\$153,888.94

Statement Date: November 30, 2021

Account Number: *****9087

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
	BOBCAT TRAIL COMMUNITY			
11/02/2021	FPL DIRECT DEBIT ELEC PYMT	\$80.20		\$153,808.74
	BOBCAT TRAIL COMMUNITY			
11/02/2021	FPL DIRECT DEBIT ELEC PYMT	\$150.58		\$153,658.16
	BOBCAT TRAIL COMMUNITY			
11/02/2021	FPL DIRECT DEBIT ELEC PYMT	\$346.95		\$153,311.21
	BOBCAT TRAIL COMMUNITY			
11/04/2021	FRONTIER COMMUNI BILL PAY	\$110.98		\$153,200.23
	16492653321			
	BOBCAT TRAIL CDD			
11/08/2021	CHECK #5930	\$249.00		\$152,951.23
11/08/2021	CHECK #5931	\$3,046.53		\$149,904.70
11/08/2021	FPL DIRECT DEBIT ELEC PYMT	\$151.73		\$149,752.97
	BOBCAT TRAIL COMMUNITY			
11/08/2021	IRS USATAXPYMT	\$30.60		\$149,722.37
	270171225959678			
	BOBCAT TRAIL COMMUNITY			
11/08/2021	BOBCAT TRAIL CDD PAYROLLJNL	\$1,328.67		\$148,393.70
	PINETRE03			
11/09/2021	COMCAST 8535100 550485986	\$106.85		\$148,286.85
	BOBCAT *TRAIL			
11/10/2021	CHECK #5935	\$289.00		\$147,997.85
11/10/2021	CHECK #5933	\$135.01		\$147,862.84
11/10/2021	CHECK #5934	\$7,232.27		\$140,630.57
11/10/2021	IRS USATAXPYMT	\$338.52		\$140,292.05
	270171485645790			
	BOBCAT TRAIL COMMUNITY			
11/12/2021	Customer Deposit		\$180.00	\$140,472.05
11/12/2021	RDC Deposit		\$60,000.00	\$200,472.05
11/12/2021	TECO/PEOPLE GAS UTILITYBIL	\$16.07		\$200,455.98
	BOBCAT COMMUNITY DEVEL			
11/15/2021	CHECK #5932	\$266.55		\$200,189.43
11/15/2021	CHECK #5939	\$7,232.27		\$192,957.16
11/15/2021	CHECK #5940	\$3,115.00		\$189,842.16
11/16/2021	FRONTIER COMMUNI BILL PAY	\$429.73		\$189,412.43



P.O. Box 521599 Miami, FL 33152-1599

Statement Date: November 30, 2021

Account Number: ***9087**

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
	16520192181 BOBCAT TRAIL CDD			
11/17/2021	VALLEY NATIONAL PAYMENT 467-3120-21 STEPHEN J BLOOM	\$592.27		\$188,820.16
11/17/2021	CHECK #5938	\$184.70		\$188,635.46
11/17/2021	CHECK #5945	\$900.00		\$187,735.46
11/17/2021	CHECK #5946	\$1,528.52		\$186,206.94
11/18/2021	WEB TFR FR 009854140727 171106004665 WEB RF#171106004665		\$50,000.00	\$236,206.94
11/18/2021	CHECK #5944	\$1,350.00		\$234,856.94
11/19/2021	FRONTIER COMMUNI BILL PAY 16529918101 BOBCAT TRAIL CDD	\$199.55		\$234,657.39
11/19/2021	CHECK #5937	\$25.00		\$234,632.39
11/19/2021	CHECK #5943	\$3,717.38		\$230,915.01
11/19/2021	NORTH PORT UTILI UT BILL 000348410153030 BOBCAT TRAIL COMMUNITY	\$125.96		\$230,789.05
11/19/2021	NORTH PORT UTILI UT BILL BOBCAT TRAIL COMMUNITY	\$51.80		\$230,737.25
11/19/2021	NORTH PORT UTILI UT BILL BOBCAT TRAIL COMMUNITY	\$1,221.00		\$229,516.25
11/19/2021	BOBCAT TRAIL CDD PAYROLLJNL PINETRE03	\$1,268.02		\$228,248.23
11/22/2021	CHECK #5936	\$39.31		\$228,208.92
11/22/2021	CHECK #5941	\$412.60		\$227,796.32
11/22/2021	FLA DEPT REVENUE C01 330963542 BOBCAT TRAIL CO	\$25.84		\$227,770.48
11/23/2021	CHECK #5947	\$515.00		\$227,255.48
11/23/2021	CHECK #5950	\$805.00		\$226,450.48
11/23/2021	BOBCAT TRAIL CDD PAYROLLJNL PINETRE03	\$923.50		\$225,526.98

Statement Date: November 30, 2021

Account Number: *****9087

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
11/24/2021	BARBARA FORD TAX DIST BOBCATTRAIL BOBCAT TRAIL COMMUNITY		\$144,787.26	\$370,314.24
11/24/2021	RDC Deposit		\$180,000.00	\$550,314.24
11/24/2021	CHECK #5949	\$120.00		\$550,194.24
11/24/2021	CHECK #5951	\$72.00		\$550,122.24
11/24/2021	IRS USATAXPYMT 270172895629816 BOBCAT TRAIL COMMUNITY	\$324.92		\$549,797.32
11/24/2021	IRS USATAXPYMT 270172874532899 BOBCAT TRAIL COMMUNITY	\$153.00		\$549,644.32
11/26/2021	CHECK #5948	\$1,340.00		\$548,304.32
11/26/2021	CHECK #5953	\$208.00		\$548,096.32
11/30/2021	BARBARA FORD TAX DIST BOBCATTRAIL BOBCAT TRAIL COMMUNITY		\$245,494.57	\$793,590.89
11/30/2021	CHECK #5942	\$2,974.00		\$790,616.89
11/30/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$29.31		\$790,587.58
11/30/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$31.06		\$790,556.52
11/30/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$38.62		\$790,517.90
11/30/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$95.93		\$790,421.97
11/30/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$105.64		\$790,316.33
11/30/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$199.01		\$790,117.32
11/30/2021	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$346.75		\$789,770.57

Check Transactions

Statement Date: November 30, 2021

Account Number: *****9087

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
5927	11/01	\$463.53	5936	11/22	\$39.31	5945	11/17	\$900.00
5928	11/02	\$3,335.00	5937	11/19	\$25.00	5946	11/17	\$1,528.52
5929	11/02	\$11,837.25	5938	11/17	\$184.70	5947	11/23	\$515.00
5930	11/08	\$249.00	5939	11/15	\$7,232.27	5948	11/26	\$1,340.00
5931	11/08	\$3,046.53	5940	11/15	\$3,115.00	5949	11/24	\$120.00
5932	11/15	\$266.55	5941	11/22	\$412.60	5950	11/23	\$805.00
5933	11/10	\$135.01	5942	11/30	\$2,974.00	5951	11/24	\$72.00
5934	11/10	\$7,232.27	5943	11/19	\$3,717.38	5953*	11/26	\$208.00
5935	11/10	\$289.00	5944	11/18	\$1,350.00			

Items denoted with an "*" indicate processed checks out of sequence.

Balances by Date

Date	Balance	Date	Balance	Date	Balance	Date	Balance
10/31	\$169,668.86	11/09	\$148,286.85	11/17	\$186,206.94	11/24	\$549,644.32
11/01	\$169,205.33	11/10	\$140,292.05	11/18	\$234,856.94	11/26	\$548,096.32
11/02	\$153,311.21	11/12	\$200,455.98	11/19	\$228,248.23	11/30	\$789,770.57
11/04	\$153,200.23	11/15	\$189,842.16	11/22	\$227,770.48		
11/08	\$148,393.70	11/16	\$189,412.43	11/23	\$225,526.98		

Other Balances

Minimum Balance this Statement Period	\$140,292.05
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Cash and Investment Report
November 30, 2021

<u>ACCOUNT NAME</u>	<u>MATURITY</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Checking Account - Operating		Bank United	0.00%	\$ 589,529
Investments - Money Market		Bank United	0.15%	\$ 111,841
Investments - Money Market		Valley National	0.25%	\$ 421,141
Subtotal				<u>\$ 1,122,511</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS				
Series 2017 Reserve		US Bank	0.005%	\$ 23,095
Series 2017 Revenue		US Bank	0.005%	\$ 24,903
Subtotal				<u>\$ 47,998</u> ⁽¹⁾
Total				<u><u>\$ 1,170,509</u></u>

NOTE 1 - INVESTED IN COMMERCIAL PAPER

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 11/1/21 to 11/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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VALLEY BANK MMA - (ACCT#XXXXX4425)

CHECK # 603

11/05/21	Vendor	BOBCAT TRAIL CDD	110321-2	TRFR FRM VALLEY TO CHK 9087	Cash with Fiscal Agent	103000	\$60,000.00
Check Total							<u>\$60,000.00</u>

CHECK # 604

11/23/21	Vendor	BOBCAT TRAIL CDD	112221	TRFR FROM VALLEY MMA TO BU CHK 9087	Cash with Fiscal Agent	103000	\$180,000.00
Check Total							<u>\$180,000.00</u>

Account Total \$240,000.00

BANK UNITED GF CHECKING - (ACCT#XXXXX9087)

CHECK # 5930

11/01/21	Vendor	LANDSCAPE MAINTENANCE	163688	IRR REPAIRS	R&M-Irrigation	001-546041-53902	\$24.00
11/01/21	Vendor	LANDSCAPE MAINTENANCE	163687	IRR REPAIRS	R&M-Irrigation	001-546041-53902	\$65.00
11/01/21	Vendor	LANDSCAPE MAINTENANCE	163686	IRR REPAIRS	R&M-Irrigation	001-546041-53902	\$160.00
Check Total							<u>\$249.00</u>

CHECK # 5931

11/02/21	Vendor	PERSSON, COHEN & MOONEY, P.A.	1293	GEN COUNSEL THRU SEPT 2021	ProfServ-Legal Services	001-531023-51401	\$3,046.53
Check Total							<u>\$3,046.53</u>

CHECK # 5932

11/04/21	Vendor	COMPLETE I.T.	7581	NOV GOOGLE FOR BUS EMAIL/WORD PRESS	ProfServ-E-mail Maintenance	001-531096-51901	\$266.55
Check Total							<u>\$266.55</u>

CHECK # 5933

11/04/21	Vendor	GARDENMASTERS OF SW FL	227112	QRTLY PEST CONTROL	COMM CTR	001-546070-57204	\$115.00
11/04/21	Vendor	GARDENMASTERS OF SW FL	227112	QRTLY PEST CONTROL	GRD HSE	001-546034-53904	\$20.01
Check Total							<u>\$135.01</u>

CHECK # 5934

11/05/21	Vendor	ENVERA	707326	NOV 2021 AMENITIES/MAIN ENT MONITORING	Contracts-Security Services	001-534037-53904	\$7,232.27
Check Total							<u>\$7,232.27</u>

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 11/1/21 to 11/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 5935							
11/05/21	Vendor	HOOVER PUMPING SYSTEMS	162902	REPAIR OF IRR PUMP	VALVE MAINT	001-546041-53902	\$289.00
Check Total							<u>\$289.00</u>
CHECK # 5936							
11/05/21	Vendor	NORDSTEDT, JOHN	110321	GAS FOR BCT TRUCK / COPY OF IRR LAYOUT	FUEL FOR TRUCK	001-546104-57220	\$20.03
11/05/21	Vendor	NORDSTEDT, JOHN	110321	GAS FOR BCT TRUCK / COPY OF IRR LAYOUT	ENGG PRINTS	001-551002-51901	\$19.28
Check Total							<u>\$39.31</u>
CHECK # 5937							
11/05/21	Vendor	SHARON FLEISCHMANN	110321-REF	VEHICLE BAR RETURNED	Gate Bar Codes/Remotes	369940	\$25.00
Check Total							<u>\$25.00</u>
CHECK # 5938							
11/05/21	Employee	RICHARD F. BURKE	PAYROLL	November 05, 2021 Payroll Posting			\$184.70
Check Total							<u>\$184.70</u>
CHECK # 5939							
11/05/21	Vendor	ENVERA	708280	Envera Dec 2021 Amenities/Main Entrance	Prepays	155000	\$7,232.27
Check Total							<u>\$7,232.27</u>
CHECK # 5940							
11/08/21	Vendor	HOOVER PRESSURE CLEANING	47887098087	PRESSURE CLEAN SIDEWALKS / STRT GUTTERS	R&M-Sidewalks	001-546084-53916	\$3,115.00
Check Total							<u>\$3,115.00</u>
CHECK # 5941							
11/09/21	Vendor	LANDSCAPE MAINTENANCE	164096	INSTALL DWARF BOUGAINVILLEA 3G (20)	R&M-Plant Replacement	001-546071-53902	\$412.60
Check Total							<u>\$412.60</u>
CHECK # 5942							
11/09/21	Vendor	SOLITUDE LAKE MANAGMENT	PI-A00704654	NOV LAKE/POND MGMT	Contracts-Lakes	001-534084-53916	\$125.00
11/09/21	Vendor	SOLITUDE LAKE MANAGMENT	PI-A00704653	NOV LAKE/POND MGMT SVC	Contracts-Lakes	001-534084-53916	\$2,849.00
Check Total							<u>\$2,974.00</u>
CHECK # 5943							
11/09/21	Vendor	U S BANK	6305493	10/1/21-9/30/22 SERIES 2017 TRUSTEE SVC	ProfServ-Trustee Fees	001-531045-51301	\$3,717.38
Check Total							<u>\$3,717.38</u>
CHECK # 5944							
11/09/21	Vendor	VENICE ELECTRIC INC	1019	ELECTRICAL WORK INSTALLED 2 HANDHOLES	R&M-Maintenance	001-546337-57204	\$1,350.00
Check Total							<u>\$1,350.00</u>

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 11/1/21 to 11/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 5945							
11/10/21	Vendor	SOLITUDE LAKE MANAGMENT	PI-A00708714	POND 18 RESTORATION ASSESSMENT	Contracts-Lakes	001-534084-53916	\$900.00
Check Total							<u>\$900.00</u>
CHECK # 5946							
11/11/21	Vendor	MAACO OF FORT MYERS	20750	2010 Ford Ranger - Paint	R&M-Vehicles	001-546104-57220	\$1,528.52
Check Total							<u>\$1,528.52</u>
CHECK # 5947							
11/17/21	Vendor	BABE'S PLUMBING INC	75044	BACKFLOW PREVENTERS - CERTIFICATION	R&M-Maintenance	001-546337-57204	\$515.00
Check Total							<u>\$515.00</u>
CHECK # 5948							
11/17/21	Vendor	CLEANING -4-YOU INC	1171	OCT 2021 CLEANING SVCS	Contracts-Cleaning Services	001-534082-57204	\$1,340.00
Check Total							<u>\$1,340.00</u>
CHECK # 5949							
11/17/21	Vendor	DAWN GIBBS	111121-REFUND	REIMBURSEMENT FOR REPAIRS	R&M-Street/Gutter Repairs	001-546909-53916	\$120.00
Check Total							<u>\$120.00</u>
CHECK # 5950							
11/17/21	Vendor	JMT	14-183031	ENGG SVCS THRU OCT 2021	ProfServ-Engineering	001-531013-51501	\$805.00
Check Total							<u>\$805.00</u>
CHECK # 5951							
11/17/21	Vendor	NORTH PORT SOLID WASTE DISTRICT	110221-191620	OCT REFUSE REMOVAL	R&M-Community Maintenance	001-546125-57220	\$72.00
Check Total							<u>\$72.00</u>
CHECK # 5952							
11/19/21	Vendor	ACPLM	2021447	ROYAL PALM PROJECT	GUTTER REPAIRS	001-546909-53916	\$25,216.40
11/19/21	Vendor	ACPLM	2021447	ROYAL PALM PROJECT	MILLING	001-546909-53916	\$18,259.20
11/19/21	Vendor	ACPLM	2021447	ROYAL PALM PROJECT	PAVING	001-546082-53916	\$46,246.00
11/19/21	Vendor	ACPLM	2021447	ROYAL PALM PROJECT	STRIPING	001-546082-53916	\$1,178.40
11/19/21	Vendor	ACPLM	2021447	ROYAL PALM PROJECT	CHANG ORDER LAKEY WAY REMOVED	001-546082-53916	(\$5,678.10)
11/19/21	Vendor	ACPLM	2021447	ROYAL PALM PROJECT	CHG ORD 2 -ADD 2 EXTRA AREA MIAMI GUTTER	001-546909-53916	\$501.30
11/19/21	Vendor	ACPLM	2021447	ROYAL PALM PROJECT	CHG ORD 3 ADDITIONAL GUTTERS	001-546909-53916	\$7,710.30
11/19/21	Vendor	ACPLM	2021447	ROYAL PALM PROJECT	GOLF CRT PAVER REMOVE & PAVE	001-546082-53916	\$3,050.80
11/19/21	Vendor	ACPLM	2021448	ROYAL PALM PROJECT	GUTTER REPAIRS	001-546909-53916	\$6,304.10
11/19/21	Vendor	ACPLM	2021448	ROYAL PALM PROJECT	MILLING	001-546909-53916	\$4,564.80
11/19/21	Vendor	ACPLM	2021448	ROYAL PALM PROJECT	PAVING	001-546082-53916	\$11,561.50

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 11/1/21 to 11/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
11/19/21	Vendor	ACPLM	2021448	ROYAL PALM PROJECT	STRIPING	001-546082-53916	\$294.60
11/19/21	Vendor	ACPLM	2021448	ROYAL PALM PROJECT	GOLF CRT PAVER REMOVE / PAVE	001-546082-53916	\$762.70
11/19/21	Vendor	ACPLM	2021448	ROYAL PALM PROJECT	CHG ORD 1 REMOVAL OF LADY PALM WAY	001-546082-53916	(\$630.90)
11/19/21	Vendor	ACPLM	2021448	ROYAL PALM PROJECT	CHG ORD 2 EXTR AREAS OF GUTTER REPAIRS	001-546909-53916	\$55.70
11/19/21	Vendor	ACPLM	2021448	ROYAL PALM PROJECT	CHG ORD 3 EXTRA MOBILE ADD GUTTER RPRS	001-546909-53916	\$856.70
Check Total							<u>\$120,253.50</u>
CHECK # 5953							
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164129	IRR REPAIRS	R&M-Irrigation	001-546041-53902	\$208.00
Check Total							<u>\$208.00</u>
CHECK # 5954							
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164174	RENOVATE SECTION 24A / ST AUGUSTINE SOD	R&M-Phase III	001-546320-53902	\$886.50
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164172	INSTALL MAGNOLIA TREES IN SECTRION 19	R&M-Phase III	001-546320-53902	\$10,757.50
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164173	RENOVATE SECTION 33 ADD NATIVE GRASS	R&M-Phase III	001-546320-53902	\$1,958.50
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164175	RENOVATE SECTION 20B	R&M-Phase III	001-546320-53902	\$1,116.50
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164177	RENOVATE THE POOL AREA BEDS	R&M-Phase III	001-546320-53902	\$1,413.50
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164179	RENOVATE SECTION 21	R&M-Phase III	001-546320-53902	\$3,239.50
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164180	AD RIP RAP @ CH PARKING AREA	R&M-Phase III	001-546320-53902	\$1,320.00
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164181	RENOVATE SECTIONS 18,19,20	R&M-Phase III	001-546320-53902	\$15,725.50
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164182	RENOVATE SECTIONS 23-31 OF PARKING LOT	R&M-Phase III	001-546320-53902	\$17,693.50
11/19/21	Vendor	LANDSCAPE MAINTENANCE	164178	RENOVATE SECTION 22 ADD NATIVE GRASS	R&M-Phase III	001-546320-53902	\$1,166.00
Check Total							<u>\$55,277.00</u>
CHECK # 5955							
11/23/21	Vendor	ROSE PAVING LLC	PS-INV116906	SIDEWALK REPAIRS	R&M-Sidewalks	001-546084-53916	\$24,710.61
Check Total							<u>\$24,710.61</u>
ACH #DD02152							
11/03/21	Vendor	FRONTIER - ACH	101021-9035 ACH	10/10-11/9/21 BACK GATE INTERNET 9035	R&M-Access&Surveyance Systems	001-546349-53904	\$110.98
ACH Total							<u>\$110.98</u>
ACH #DD02158							
11/01/21	Vendor	FPL - ACH	102021 ACH	BILL PRD 9/21-10/20/21	Electricity - Streetlighting	001-543013-53903	\$237.86
11/01/21	Vendor	FPL - ACH	102021 ACH	BILL PRD 9/21-10/20/21	Electricity - Irrigation	001-543033-53903	\$106.14
11/01/21	Vendor	FPL - ACH	102021 ACH	BILL PRD 9/21-10/20/21	Electricity - Gate	001-543031-53903	\$182.65
11/01/21	Vendor	FPL - ACH	102021 ACH	BILL PRD 9/21-10/20/21	Electricity - General	001-543006-57204	\$346.95
ACH Total							<u>\$873.60</u>

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 11/1/21 to 11/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD02159							
11/10/21	Vendor	TECO PEOPLES GAS - ACH	102021-4685 ACH	BILL PRD 9/18-10/19/21	Utility - Gas	001-543019-57220	\$16.07
ACH Total							<u>\$16.07</u>
ACH #DD02160							
11/18/21	Vendor	FRONTIER - ACH	102521-6750 ACH	10/25-11/24/21 GRD HSE 6750	Communication - Telephone	001-541003-53904	\$199.55
ACH Total							<u>\$199.55</u>
ACH #DD02161							
11/18/21	Vendor	FRONTIER - ACH	102221-0808 ACH	10/22-11/21/21 COM CTR 0808	Utility - Other	001-543004-57204	\$429.73
ACH Total							<u>\$429.73</u>
ACH #DD02162							
11/14/21	Vendor	VALLEY NATIONAL BANK - CC	101821-1335 ACH	SEPT/OCT 21 PURCHASES	PA SPEAKERS/MISC	001-549900-57204	\$455.99
11/14/21	Vendor	VALLEY NATIONAL BANK - CC	101821-1335 ACH	SEPT/OCT 21 PURCHASES	KEYPAD ENTRY LOCK	001-549900-57204	\$111.84
11/14/21	Vendor	VALLEY NATIONAL BANK - CC	101821-1335 ACH	SEPT/OCT 21 PURCHASES	BOLTS / WASHERS	001-549900-57204	\$3.47
11/14/21	Vendor	VALLEY NATIONAL BANK - CC	101821-1335 ACH	SEPT/OCT 21 PURCHASES	KEYS/BOLTS/WASHERS	001-549900-57204	\$20.97
ACH Total							<u>\$592.27</u>
ACH #DD02163							
11/18/21	Vendor	NORTH PORT UTILITIES - ACH	102821 ACH	BILL PRD 9/21-10/21/21	Utility - Water & Sewer	001-543021-53904	\$51.80
11/18/21	Vendor	NORTH PORT UTILITIES - ACH	102821 ACH	BILL PRD 9/21-10/21/21	Utility - Water & Sewer	001-543021-57220	\$125.96
11/18/21	Vendor	NORTH PORT UTILITIES - ACH	102821 ACH	BILL PRD 9/21-10/21/21	Utility - Water & Sewer	001-543021-57204	\$1,221.00
ACH Total							<u>\$1,398.76</u>
ACH #DD02164							
11/10/21	Employee	JERA L. STRATTON	PAYROLL	November 10, 2021 Payroll Posting			\$635.02
ACH Total							<u>\$635.02</u>
ACH #DD02165							
11/10/21	Employee	ROBERT E. DITTERLINE	PAYROLL	November 10, 2021 Payroll Posting			\$693.65
ACH Total							<u>\$693.65</u>
ACH #DD02166							
11/24/21	Employee	JERA L. STRATTON	PAYROLL	November 24, 2021 Payroll Posting			\$704.92
ACH Total							<u>\$704.92</u>
ACH #DD02167							
11/24/21	Employee	ROBERT E. DITTERLINE	PAYROLL	November 24, 2021 Payroll Posting			\$563.10
ACH Total							<u>\$563.10</u>

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 11/1/21 to 11/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD02168							
11/24/21	Employee	WALTER P. FISHER	PAYROLL	November 24, 2021 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02169							
11/24/21	Employee	JOHN E. NORDESTEDT	PAYROLL	November 24, 2021 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02170							
11/24/21	Employee	JANET GUYER	PAYROLL	November 24, 2021 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02171							
11/24/21	Employee	BRUCE K. BAUER	PAYROLL	November 24, 2021 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02172							
11/24/21	Employee	RICHARD F. BURKE	PAYROLL	November 24, 2021 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02177							
11/30/21	Vendor	FPL - ACH	111821 ACH	BILL PRD 10/20-11/23/21	Electricity - Streetlighting	001-543013-53903	\$281.04
11/30/21	Vendor	FPL - ACH	111821 ACH	BILL PRD 10/20-11/23/21	Electricity - Irrigation	001-543033-53903	\$134.95
11/30/21	Vendor	FPL - ACH	111821 ACH	BILL PRD 10/20-11/23/21	Electricity - Gate	001-543031-53903	\$230.07
11/30/21	Vendor	FPL - ACH	111821 ACH	BILL PRD 10/20-11/23/21	Electricity - General	001-543006-57204	\$346.75
11/30/21	Vendor	FPL - ACH	111821 ACH	TO CORRECT AMT TAKEN	Electricity - Streetlights	001-543013-53903	(\$146.49)
ACH Total							<u>\$846.32</u>
ACH #DD02178							
11/06/21	Vendor	COMCAST BUSINESS - ACH	101521-5986 ACH	BILL PRD 10/19-11/18/21	Communication - Telephone	001-541003-53904	\$106.85
ACH Total							<u>\$106.85</u>
Account Total							<u>\$244,092.57</u>

Total Amount Paid	\$484,092.57
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Projected Cash Flow
For the Period Ending September 30, 2022

	PROJECTED DECEMBER	PROJECTED JANUARY	PROJECTED FEBRUARY	PROJECTED MARCH	PROJECTED APRIL	PROJECTED MAY	PROJECTED JUNE	PROJECTED JULY	PROJECTED AUGUST	PROJECTED SEPTEMBER
REVENUE										
INTEREST - INVESTMENTS	250	250	250	250	250	250	250	250	250	250
INTEREST - TAX COLLECTOR	83	83	83	83	83	83	83	83	83	83
SPECIAL EVENTS	83	83	83	83	83	83	83	83	83	83
RENTS OR ROYALTIES	42	42	42	42	42	42	42	42	42	42
SPECIAL ASSMNTS - ON ROLL (Residential)	353,486	38,478	38,478	38,478	38,478	-	-	-	-	-
SPECIAL ASSMNTS - ON ROLL (Bobcat Village)	50,677	5,517	5,517	5,517	5,517	-	-	-	-	-
SPECIAL ASSMNTS - DISCOUNT	(21,118)	(1,760)	(1,760)	(1,759)	(1,759)	-	-	-	-	-
OTHER MISC. REVENUE	167	167	167	167	167	167	167	167	167	167
GATE BAR CODE/REMOTES	167	167	167	167	167	167	167	167	167	167
TOTAL REVENUE	383,836	43,026	43,026	43,027	43,027	791	791	791	791	792
EXPENDITURES										
ADMINISTRATIVE										
P/R-BOARD OF SUPERVISORS	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
FICA TAXES	77	77	77	77	77	77	77	77	77	77
PROFSERV-ENGINEERING	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667
PROFSERV-LEGAL SERVICES	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
PROFSERV-TRUSTEE	-	-	-	-	-	-	-	-	-	-
AUDITING SERVICES	-	-	2,100	2,100	-	-	-	-	-	-
INSURANCE-GENERAL LIABILITY	-	-	-	-	-	-	-	-	-	-
LEGAL ADVERTISING	83	83	83	83	83	83	83	83	83	83
MISCELLANEOUS SERVICES	142	142	142	142	142	142	142	142	142	142
MISC-ASSESSMENT COLLECTION COST	7,919	660	660	660	659	-	-	-	-	-
MISC-WEB HOSTING	159	159	159	159	159	159	159	159	159	159
ANNUAL DISTRICT FILING FEE	-	-	-	-	-	-	-	-	-	-
TOTAL ADMINISTRATIVE	12,297	5,038	7,138	7,138	5,037	4,378	4,378	4,378	4,378	4,378
OTHER GENERAL GOV'T SERVICES										
PROFSERV-MGMT CONSULTING SERV	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420
PROFSERV-SPECIAL ASSESSMENT	6,180	-	-	-	-	-	-	-	-	-
PROFSERV-E-MAIL MAINTENANCE	167	167	167	167	167	167	167	167	167	167
POSTAGE AND FREIGHT	17	17	17	17	17	17	17	17	17	17
PRINTING AND BINDING	83	83	83	83	83	83	83	83	83	83
OFFICE SUPPLIES	42	42	42	42	42	42	42	42	42	42
TOTAL OTHER GENERAL GOV'T SVCS	10,909	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729
LANDSCAPE										
CONTRACTS-LANDSCAPE	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837
R&M-IRRIGATION	833	833	833	833	833	833	833	833	833	833
R&M-LANDSCAPE RENOVATIONS	833	833	833	833	833	833	833	833	833	833
R&M-PLANT REPLACEMENT	333	333	333	333	333	333	333	333	333	333
R&M-LANDSCAPE LIGHTING	250	250	250	250	250	250	250	250	250	250
R&M-PHASE III	12	12	12	12	12	12	12	12	12	12
R&M-HOLIDAY LIGHTING	425	-	-	-	-	-	-	-	-	-
TOTAL LANDSCAPE	14,524	14,099	14,099	14,099	14,099	14,099	14,099	14,099	14,099	14,099
UTILITY										
ELECTRICITY-STREETLIGHTING	525	525	525	525	525	525	525	525	525	525
ELECTRICITY-GATE	458	458	458	458	458	458	458	458	458	458
ELECTRICITY-IRRIGATION	208	208	208	208	208	208	208	208	208	208
TOTAL UTILITY	1,191	1,191	1,191	1,191	1,191	1,191	1,191	1,191	1,191	1,191
GATEHOUSE										
CONTRACTS-SECURITY SERVICES	7,232	7,232	7,232	7,232	7,232	7,232	7,232	7,232	7,232	7,232
COMMUNICATIONS-TELEPHONE	345	345	345	345	345	345	345	345	345	345
UTILITY-WATER/SEWER	71	71	71	71	71	71	71	71	71	71
R&M-GATE	167	167	167	167	167	167	167	167	167	167
R&M-ACCESS AND SURVEYANCE SYSTEM	92	92	92	92	92	92	92	92	92	92
MISC-BAR CODES	333	333	333	333	333	333	333	333	333	333
OP SUPPLIES - GATEHOUSE	42	42	42	42	42	42	42	42	42	42
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
TOTAL GATEHOUSE	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096	7,096

Projected Cash Flow
For the Period Ending September 30, 2022

	PROJECTED DECEMBER	PROJECTED JANUARY	PROJECTED FEBRUARY	PROJECTED MARCH	PROJECTED APRIL	PROJECTED MAY	PROJECTED JUNE	PROJECTED JULY	PROJECTED AUGUST	PROJECTED SEPTEMBER
LAKES AND ROADS										
CONTRACT-LAKES	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
R&M-LAKES	833	833	833	833	833	833	833	833	833	833
R&M-ROAD CLEANING	348	348	348	348	348	348	348	348	348	348
R&M-SEAL COATING	964	964	964	964	964	964	964	964	964	964
R&M-SIDEWALKS	583	583	583	583	583	583	583	583	583	583
R&M-STORMWATER SYSTEM	833	833	833	833	833	833	833	833	833	833
R&M-INVASIVE PLANT MAINTENANCE	167	167	167	167	167	167	167	167	167	167
R&M-STREET/GUTTER REPAIRS	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS SERVICES	417	417	417	417	417	417	417	417	417	417
RESERVE - LAKES										
TOTAL LAKES AND ROADS	7,146	7,146	7,146	7,146	7,146	7,146	7,146	7,146	7,146	7,146
COMMUNITY CENTER										
PAYROLL-HOURLY	1,813	1,813	1,813	1,813	1,813	1,813	1,813	1,813	1,813	1,813
FICA TAXES	139	139	139	139	139	139	139	139	139	139
CONTRACTS-OTHER SERVICES	125	125	125	125	125	125	125	125	125	125
CONTRACTS-CLEANING SERVICES	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042
UTILITY-OTHER	450	450	450	450	450	450	450	450	450	450
ELECTRICITY - GENERAL	450	450	450	450	450	450	450	450	450	450
UTILITY-WATER & SEWER	400	400	400	400	400	400	400	400	400	400
INSURANCE-PROPERTY	-	-	-	-	-	-	-	-	-	-
R&M-PEST CONTROL	-	138	-	-	138	-	-	138	-	-
R&M-TENNIS COURT	42	42	42	42	42	42	42	42	42	42
R&M-FITNESS EQUIPMENT	542	542	542	542	542	542	542	542	542	542
R&M-MAINTENANCE	333	333	333	333	333	333	333	333	333	333
MISC.-CONTINGENCY	333	333	333	333	333	333	333	333	333	333
CLEANING SERVICES	67	67	67	67	67	67	67	67	67	67
SUPPLIES - MISC.	333	333	333	333	333	333	333	333	333	333
TOTAL COMMUNITY CENTER	6,069	6,207	6,069	6,069	6,207	6,069	6,069	6,207	6,069	6,069
POOL AND MAINTENANCE										
PAYROLL-HOURLY	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833
FICA TAXES	140	140	140	140	140	140	140	140	140	140
CONTRACTS-POOLS	671	671	671	671	671	671	671	671	671	671
UTILITY - GAS	58	58	58	58	58	58	58	58	58	58
UTILITY - WATER & SEWER	567	567	567	567	567	567	567	567	567	567
R&M-POOLS	367	367	367	367	367	367	367	367	367	367
R&M - VEHICLES	133	133	133	133	133	133	133	133	133	133
R&M-COMMUNITY MAINTENANCE	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042
R&M-PRESSURE REDUCING VALVES	167	167	167	167	167	167	167	167	167	167
TOTAL POOL AND MAINTENANCE	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978	4,978
TOTAL EXPENDITURES	64,210	50,484	52,446	52,446	50,483	49,686	49,686	49,824	49,686	49,686
EXCESS OF REVENUES OVER (UNDER) EXP	319,626	(7,458)	(9,420)	(9,419)	(7,456)	(48,895)	(48,895)	(49,033)	(48,895)	(48,894)
NET CHANGE IN FUND BALANCES										
ESTIMATED BEGINNING CASH BALANCE	589,529	811,366	811,341	809,353	807,366	807,343	765,880	724,417	682,817	641,354
ADD: AR AND PREPAID ITEMS	7,232	7,432	7,432	7,432	7,432	7,432	7,432	7,432	7,432	7,432
ADD: MATURED CD	-	-	-	-	-	-	-	-	-	-
LESS: PURCHASE CD	-	-	-	-	-	-	-	-	-	-
LESS: CURRENT LIABILITIES as of 11/30/21	(105,021)	-	-	-	-	-	-	-	-	-
ESTIMATED ENDING CASH BALANCE	811,366	811,341	809,353	807,366	807,343	765,880	724,417	682,817	641,354	599,892
ADD: MONEY MARKET INVESTMENT	532,982	532,982	532,982	532,982	532,982	532,982	532,982	532,982	532,982	532,982
ADD: CD INVESTMENT BALANCE	-	-	-	-	-	-	-	-	-	-
LESS: ESTIMATED ASSIGNED RESERVES	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)
ESTIMATED CASH/INVESTMENT BALANCE										
ENDING-UNASSIGNED	304,673	304,648	302,660	300,673	300,650	259,187	217,724	176,124	134,661	93,199

Fund Balance Assignment - Reserves
From Inception thru September 2022

Date	Budget	Expense	Balance
1st Quarter Operating Reserves			
Assignment by motion 11/18/21	60,000		60,000
Reserves - Activity Center			
Assignment by motion 11/18/21	56,720		56,720
Reserves - CAM/Fence Construction			
Assignment by motion 11/18/21	10,000		10,000
Reserves - Gate			
Assignment by motion 11/18/21	22,000		22,000
Reserves - Gatehouse/Equipment			
Assignment by motion 11/18/21	10,000		10,000
Reserves - Lakes			
Assignment by motion 11/18/21	200,000		230,000
Fiscal year 2022 budget	30,000		
Reserves - Landscape			
Assignment by motion 11/18/21	43,000		43,000
Reserves - Pool			
Assignment by motion 11/18/21	25,000		25,000
Reserves - Roadways			
Assignment by motion 11/18/21	554,548		554,548
Reserves - Security Features			
Assignment by motion 11/18/21	15,000		15,000
Reserves-Vehicle			
Assignment by motion 11/18/21	13,407		13,407
TOTAL	\$1,039,675	\$0	\$1,039,675

Fifth Order of Business

5A

60. Rules of procedure (pg. 60 & 62 non-voting) language
 1.6.4 → liason not counted as voting member

Pg. 64 - Newsletter sep. - Monthly calendar of events, move to pg 66
 2.3.5

P. 66 - landscaping item move under facilities.

P. 71 - add "with stickers" under renters

P. 72 - Delete #5 & #4

P. 73 - Make coherent sentence

P. 83 - Delete section 2, leave sections 1, 3 & 4 (delete 2.1 - 2.4 Paul's email)

2.3.1 - reference waiver page # in document

P. 126 - Change to PRIA & update policy #

P. 127 - Explain TULIP fee schedule

Pg. 103 - address update for billing @ to P

Pg. 110 - update payment individuals

Pg. 112 & 113 - delete pages.

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Rules Policies and Procedures

Version 14

Adopted September 6, 2018

Updated August 17, 2021

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Fee Schedule	Error! Bookmark not defined.



CHAPTER 1 OPERATING RULES

CHAPTER 1 OPERATING RULES

Rule 1.0: General

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

Specific Authority: §§ 190.011(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 residents of the State of Florida and citizens of the United States. Supervisors elected by resident electors must be at least 18 years of age, citizens of the United States of America, legal 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. The Board shall exercise the powers granted to the District under Florida law.
 - 1.1. Supervisors shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - 1.2. 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.
 - 1.3. Action taken by the Board shall be upon a majority vote of the members present and voting, unless otherwise provided in the Rules or required by law. A Board member may participate in the Board Meeting by teleconference or video conference in accordance with applicable law and shall be entitled to vote if the Board agrees, but will not count towards a quorum.
 - 1.4. Unless otherwise provided for by an act of the Board, only one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation must be approved pursuant to subsection 1.3
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.
 - 2.1. 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 successor Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf as well as sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice Chairperson shall

convene and conduct the meeting. The Chairperson or Vice Chairperson may delegate the responsibility of conducting the meeting to the District Manager, another Board member or District Counsel, in whole or in part.

- 2.2. 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 successor Vice Chairperson. The Vice Chairperson serves at the pleasure of the Board.
- 2.3. The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District's manager ("District Manager") may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of One Million Dollars (\$1,000,000) or have in place a fidelity bond, employee theft insurance policy or a comparable product in the amount of One Million Dollars (\$1,000,000) that names the District as an additional insured.
- 2.4. The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of One Million Dollars (\$1,000,000) or have in place a fidelity bond, employee theft insurance policy or a comparable product in the amount of One Million Dollars (\$1,000,000) that names the District as an additional insured.
- 2.5. 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.
- 2.6. The Board of Supervisors may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

3. **Committees:** The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals and qualifications, contract negotiations, personnel matters and budget preparation. Such committees shall conform to the applicable "Sunshine" laws outlined in Chapter 286, Florida Statutes.
4. **Record Book:** The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Record of Proceedings shall be located at a District office and shall be available for inspection by the public.
5. **Meetings:** For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located and as required by law. The Board may also meet upon the call of the Chair or three Board Members. Nothing in the Rules shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meeting. A previously noticed regular meeting may be cancelled, provided that notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
6. **Voting Conflict of Interest:** The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the official's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law and daughter-in-law or as otherwise defined by applicable law.
 - 6.1. When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that

the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

- 6.2. If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote is unaffected by this filing.
- 6.3. It is not a conflict of interest for a Board member, the District Manager or employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

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

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

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

The District Manager shall ensure that each District records office contains the documents required by Florida law. The District shall also maintain records on a CDD website pursuant to applicable law.

2. Public Records: All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of

Proceedings," may be copied or inspected at the District Manager's office during regular business hours. Certain District records are also available on the District's website or can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, will be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records in response to a public records request.

3. All Board members will receive a copy of any Public Records Request within forty-eight (48) business hours of receipt by the District Manager.
4. A Records Request will begin with the beginning date stipulated (as allowed by applicable law) and will end on the date of receipt. There will be no continuing requests unless otherwise required by law.
5. Personal notes designed for the drafter's personal use only and not intended to perpetuate, communicate or formalize knowledge will not be considered a public record.
6. Access to public records will be granted only during reasonable time, under reasonable conditions and under supervision by the custodian of the public records or designee.
7. District Manager or his designee will provide the requesting party with a cost estimate prior to fulfilling the request.
8. The CDD is not required to furnish electronic public records in a form other than the standard format routinely maintained.
9. When the requested documents have been reviewed and exempt information has been redacted, the requesting party will be contacted in writing, phone call or email to schedule a mutually convenient time for the inspection of the requested materials or sent the records upon payment of any sums due.
10. Fulfillment of public record requests allows a requestor to view records in their original format(s). The CDD will not create new records in response to a request for public records, nor will it reformat or alter records to accommodate the requestor.
11. Records Requests for records beyond retention laws (that have been disposed of in accordance with State guidelines) will be responded to accordingly informing the requestor that such records no longer exist.

12. Service Contracts: Any contract for service shall include provisions required by law that require the contractor to comply with public records laws.
13. Fees; Copies: Copies of public records shall be made available to the requesting person at a charge consistent with the current statutory rates per page according to the current fee schedule. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service fee for supervisory assistance, clerical assistance, and the actual cost incurred for the use of information technology. For purposes of this rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the above special service fees shall apply. Payment in advance by the person making the public records request is required.
14. Records Retention: The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
15. Policies: The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

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

Law Implemented: §§ 190.006, 119.07 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 **fourteen (14) days**, public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located, in accordance with applicable law. Each Notice shall state, as applicable:
 - 1.1. The date, time and location of the meeting, hearing or workshop;
 - 1.2. A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
 - 1.3. 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
 - 1.4. The following language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, who can aid you in contacting the District Office."
 - 1.5. The following language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."
 - 1.6. The following language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date and location stated on the record."
2. Mistake: In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules have been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
3. Agenda: The District Manager, under the guidance of District Counsel and the Chairperson or Vice Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public before the meeting/hearing/workshop except in an emergency. For good cause, the

agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- 3.1. Call to Order / Roll Call
 - 3.2. Approval of Agenda
 - 3.3. **Public Comment (3) Minute Time Limit (must have this per Statute)**
 - 3.4. Approval of the Consent Agenda
 - 3.4.1. Minutes of Infrastructure/Asset Management Committee Meeting
 - 3.4.2. Financial Statements and Check Register
 - 3.4.3. Acceptance of **Landscape** Committee Minutes
 - ~~3.5. Approval of the Minutes~~
 - 3.6. **Old** Business
 - 3.7. New Business
 - 3.8. District Manager's Report
 - 3.9. Attorney's Report
 - 3.10. Engineer's Report
 - 3.11. Other Reports
 - 3.11.1. I/A Management Committee**
 - 3.11.2. Landscape Committee
 - 3.11.3. Newsletter Supervisor
 - 3.11.4. Finance Supervisor
 - 3.11.5. Golf Liaison
 - 3.11.6. Lakes and Roads Supervisor
 - 3.11.7. Maintenance Supervisor
 - 3.11.8. Facilities Supervisor
 - 3.11.9. HOA Liaison
 - 3.11.10. Commercial Properties
 - 3.12. 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. Emergency Meetings: The Chairperson, or Vice Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with subsections 1 and 3, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided

both before and after the meeting on the District's website. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting shall be ratified by the Board at a regularly noticed meeting subsequently held.

6. **Public Comment:** The Board shall set aside a reasonable amount of time at each meeting for public comment. The portion of the meeting reserved for audience comment shall be identified in the agenda. At the Chairperson's discretion, or at the discretion of the Vice Chairperson or Board member appointed pursuant to Rule 1.1, subsection 2 (2.5). above, each person wishing to address the Board is subject to a three (3) minute time limit for their comments, in the interest of time and fairness to other speakers. A sign-up sheet may be made available and assigning one person's time to another will be at the discretion of the Chairperson.
7. **Budget Hearing:** Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes and additional applicable law. Once adopted in accord with Section 190.008 of the Florida Statutes and applicable law, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item and may also require other action depending on auditor's requirement.
8. **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.
9. **Participation by Teleconference / Videoconference:** District staff and Board members may participate in Board meetings by teleconference / videoconference in conformance with applicable law; provided however, at least three Board members must be physically present at the meeting location to establish a quorum.
10. **Board Authorization:** The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members voting. Any Board member, including the Chairperson, can make or second a motion.

11. Continuances: Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- 11.1. the Board identifies on the record at the original meeting a reasonable need for a continuance; and
 - 11.2. the continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - 11.3. 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.
12. Attorney-Client Sessions: An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the District's Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneys must request such session at a public meeting. Prior to holding the Attorney- Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

Law Implemented: §§ 190.006, 190.007, 190.008, 286.0105, 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 and the applicable provisions of Chapter 120 of the Florida Statutes. If Chapter 120 of the Florida Statutes is amended so that the provisions of Chapter 120 conflict with these Rules, Chapter 120 of the Florida Statutes shall control. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District that do NOT consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings. Policies adopted by the District that DO consist of rates, fees, rentals or other monetary charges shall be implemented through rulemaking proceedings.
2. Notice of Rule Development:
 - 2.1. Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). Consequently, the notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - 2.2. All rules as drafted shall be consistent with Chapter 120 of the Florida Statutes.
3. Notice of Proceedings and Proposed Rules:
 - 3.1. Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall

include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection 2 appeared.

- 3.2. 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.
- 3.3. The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
4. Rule Development Workshops: Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
5. Petitions to Initiate Rulemaking: All petitions for the initiation of rulemaking proceedings must contain the name, address and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule and the facts showing that the petitioner is regulated by the District, or has substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to 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 subsection shall not be construed as requiring the District to adopt a rule to replace a policy.

6. Rulemaking Materials: After the publication of the notice referenced in section 3, above, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - 6.1. The text of the proposed rule, or any amendment or repeal of any existing rules;
 - 6.2. A detailed written statement of the facts and circumstances justifying the proposed rule;
 - 6.3. A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and
 - 6.4. The published notice.
7. Hearing: The District may, or, upon the written request of any affected person received within 21 days after the date of publication of the notice described in paragraph 3 above, shall, provide a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in Section 3 above or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
8. Emergency Rule Adoption: The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

9. Negotiated Rulemaking: The District may use negotiated rulemaking in developing and adopting rules pursuant to Chapter 120 of the Florida Statutes, except that any notices required under Chapter 120 Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
10. Rulemaking Record: In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - 10.1. the texts of the proposed rule and the adopted rule;
 - 10.2. all notices given for a proposed rule;
 - 10.3. any statement of estimated regulatory costs for the rule;
 - 10.4. a written summary of hearings, if any, on the proposed rule;
 - 10.5. all written comments received by the District and responses to those written comments; and
 - 10.6. all notices and findings pertaining to an emergency rule.
11. Petitions to Challenge Existing Rules:
 - 11.1. Any person substantially affected by a Rule may seek an administrative determination of the invalidity of the Rule on the grounds that the rule is an invalid exercise of the District's authority.
 - 11.2. 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.
 - 11.3. The petition shall be filed with the District. Within 10 days after receiving the petition, the District's Chairperson shall, if the petition complies with the requirements of subsection 11.2, 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.
 - 11.4. Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefore in writing.
 - 11.5. 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:

- 11.5.1. Administer oaths and affirmations;
 - 11.5.2. Rule upon offers of proof and receive relevant evidence;
 - 11.5.3. Regulate the course of the hearing, including any pre-hearing matters;
 - 11.5.4. Enter orders; and
 - 11.5.5. Make or receive offers of settlement, stipulation, and adjustment.
- 11.6. The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as interveners on appropriate terms which shall not unduly delay the proceedings.
12. Variances and Waivers: A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a Rule to a person who is subject to the Rule. A "waiver" means a decision by the District not to apply all or part of a Rule to a person who is subject to the Rule. Variances and waivers from District rules may be granted subject to the following:
- 12.1. Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - 12.2. 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:
 - 12.2.1. The Rule from which a variance or waiver is requested.
 - 12.2.2. The type of action requested.
 - 12.2.3. The specific facts that would justify a waiver or variance for the petitioner.
 - 12.2.4. The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - 12.3. 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.

- 12.4. The District's Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

Rates, Fees, Rentals and Other Charges: All rates, fees, rentals, or other charges may be subject to rulemaking proceedings. Policies adopted by the District that do NOT consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings. Policies adopted by the District that DO consist of rates, fees, rentals or other monetary charges shall 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, 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:
 - 3.1. "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.
 - 3.2. "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055, F.S., between the District and a firm whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars, for a study activity when the fee for such professional services to the District does not exceed \$50,000 or the current statutory amount if applicable, or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - 3.3. "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or Professional Services (as defined in Section 287.055(2)(a) Florida Statutes and these Rules) or maintenance services. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Section 255 of the Florida Statutes and Rule 3.5.

- 3.4. "Design-Build Firm" means a partnership, corporation or other legal entity that:
- 3.4.1. Is certified under Section 489.119 of the Florida Statutes to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - 3.4.2. Is certified under Section 471.023 of the Florida Statutes to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes to practice or to offer to practice landscape architecture.
4. A "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.
5. A "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's request for proposal, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm-water 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.
6. A "Design Criteria Professional" means a firm who holds a current certificate of registration under Section 481 of the Florida Statutes to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Section 471 of the Florida Statutes to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
7. "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive bidding would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety or welfare.

8. "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.
9. "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.
10. "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply or response that conforms in all material respects to the Request for Proposal, Invitation to Negotiate or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposal, Invitation to Negotiate or Competitive Solicitation, the following:
 - 10.1. The ability and adequacy of the professional personnel employed by the entity/individual.
 - 10.2. The past performance of the entity/individual for the District and in other professional employment.
 - 10.3. The willingness of the entity/individual to meet time and budget requirements.
 - 10.4. The geographic location of the entity's/individual's headquarters or office in relation to the project.
 - 10.5. The recent, current and projected workloads of the entity/individual.
 - 10.6. The volume of work previously awarded to the entity/individual.
 - 10.7. Whether the cost components of the bid or proposal are appropriately balanced.

- 10.8. Whether the entity entity/individual is a certified minority business enterprise.
11. "Negotiate" means to conduct legitimate, arms-length discussions and conferences to reach an agreement on a term or price.
12. "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
13. "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply or response (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) the most responsive to the Request for Proposals, Invitation to Negotiate or Competitive Solicitation as determined by the Board, and (iii) which is for a cost to the District deemed reasonable by the Board.
14. "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.
15. "Request for Proposal" ("RFP") or "Request for Qualification" ("RFQ") is a written solicitation for sealed proposals or qualifications with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
16. "Responsive Bid," "Responsive Proposal," "Responsive Reply" and "Responsive Response" means a bid, proposal, reply or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposal, Invitations to Negotiate or other competitive solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

Rule 3.1: Procedure Under The Consultants' Competitive Negotiations Act

1. **Scope:** The following procedures are adopted for selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, the negotiation of such contracts and providing for protest of actions of the Board under this Rule 3.1. As used in this Rule 3.1, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE (currently \$325,000.00), or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO (currently \$35,000.00), as such categories may be amended or adjusted from time to time.
2. **Qualifying Procedures:** In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - 2.1. Hold all required applicable federal licenses in good standing, if any.
 - 2.2. Hold all required applicable state professional licenses in good standing.
 - 2.3. If the consultant is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - 2.4. Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.
3. **Public Announcement:** Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually, statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for

inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications in its sole and absolute discretion, whether or not reasonable, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

4. Competitive Selection:

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

4.1.1. The ability and adequacy of the professional personnel employed by each consultant.

4.1.2. Whether a consultant is a certified minority business enterprise.

4.1.3. Each consultant's past performance.

4.1.4. The willingness of each consultant to meet time and budget requirements.

4.1.5. The geographic location of each consultant's headquarters, office and personnel in relation to the project.

4.1.6. The recent, current and projected workloads of each consultant.

4.1.7. The volume of work previously awarded to each consultant by the District.

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

4.3. 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.

- 4.4. Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.9.
5. Competitive Negotiation:
 - 5.1. 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.
 - 5.2. In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
 - 5.3. 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.
 - 5.4. Should the District be unable to negotiate a satisfactory agreement with one of the top three ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
6. Continuing Contract: Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

7. **Contracts; Public Records:** In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
8. **Emergency Purchase:** The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2: Procedure Regarding Auditor Selection

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

1. Definitions:

1.1. "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

1.2. "Committee" means the audit selection committee appointed by the Board as described in Subsection 3.2(2) of this Rule.

2. Establishment of Audit Committee: Prior to a public announcement under subsection 3.2(4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by section 218.39 of the Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the District's Board of Supervisors. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.

3. Establishment of Minimum Qualifications and Evaluation Criteria: Prior to a public announcement under Subsection 3.2(4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 of the Florida Statutes and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

3.1. 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:

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

3.1.2. Hold all required applicable state professional licenses in good standing.

3.1.3. If the proposer is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

3.1.4. 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.

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

3.2.1. ability of personnel,

3.2.2. experience,

3.2.3. understanding of scope of work,

3.2.4. ability to furnish the required services, and

3.2.5. such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

4. Public Announcement: After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in Subsection 3.2(3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
5. Request for Proposal: The Committee shall provide interested firms with a request for proposal ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

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 3.2 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:
 - 7.1. Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - 7.2. Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.
 - 7.3. 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.
 - 7.4. Notwithstanding the foregoing, the Board may reject any or all proposals in its sole and absolute discretion whether or not reasonable. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes and the needs of the District.

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:
 - 8.1. A provision specifying the services to be provided and fees or other compensation for such services;
 - 8.2. A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - 8.3. A provision setting forth the deadline for the auditor to submit a preliminary draft audit report to the District for review, which, unless it is in the best interests of the District to establish a different deadline, shall be no later than July 1 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - 8.4. A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
9. Notice of Award: Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Section shall be as provided for in Rule 3.9. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 218.391, Fla. Stat.

Rule 3.3: Purchase of Insurance

1. Scope: The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
2. Procedure: For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - 2.1. The Board shall cause to be prepared a Notice of Invitation to Bid.
 - 2.2. Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - 2.3. The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - 2.4. Bids shall be opened at the time and place noted in the Invitation to Bid.
 - 2.5. 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.
 - 2.6. The Board has the right to reject any and all bids in its sole and absolute discretion, whether or not reasonable, and such reservations shall be included in all solicitations and advertisements.
 - 2.7. 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.

- 2.8. Notice of intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed by the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.9.

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

Law Implemented: §§ 112.08, Fla. Stat.

Rule 3.4: Pre-Qualification

1. Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, contractual services and maintenance services.
2. Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - 2.1. The Board shall cause to be prepared a Request for Qualifications.
 - 2.2. For construction services exceeding the thresholds in section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - 2.3. The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, contractual services, maintenance services and construction services under \$250,000. The notice shall allow at least (twenty-one) 21 days for submittal of qualifications for construction services estimated to cost over \$250,000 and thirty (30) days for construction services estimated to cost over \$500,000.
 - 2.4. 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.
 - 2.5. 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.

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

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

- 2.7. Qualifications shall be presented to the Board of Supervisors, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- 2.8. 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.
- 2.9. The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined, in the District's sole and absolute discretion, whether or not reasonable, to be in the best interests of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- 2.10. Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, hand delivery, e-mail or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those

Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth by the Rules of the District; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with Section (2)(b) of this Rule and applicable Florida Statutes.

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

1. CONSTRUCTION CONTRACTS (NOT DESIGN-BUILD)

- 1.1. Scope: All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- 1.2. Procedure: When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - 1.2.1. The Board shall cause to be prepared an Invitation to Bid, Request for Proposal, Invitation to Negotiate or Competitive Solicitation.
 - 1.2.2. Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile or overnight delivery service.
 - 1.2.3. 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.

1.2.4. 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.

1.2.5. In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, reply or response:

1.2.5.1. Hold the required applicable state professional licenses in good standing.

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

1.2.5.3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.

1.2.5.4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposal, Invitation to Negotiate or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violations of federal labor or employment tax laws within the past five (5) years may be considered ineligible by the District to submit a bid, response or proposal for a District project. Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply or response.

1.2.6. Bids, proposals, replies and responses shall be publicly opened in accordance with applicable law at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation. Bids, proposals, replies and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be

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

- 1.2.7. The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposal, Invitation to Negotiate or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply or Response submitted by a Responsive and Responsible Vendor that is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposal, Invitation to Negotiate or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation and revision of bids, proposals, replies and responses.
- 1.2.8. The Board shall have the right to reject all bids, proposals, replies or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined, in the District's sole and absolute discretion, whether or not reasonable, to be in the best interests of the District. No contractor shall be entitled to recover any costs of bid, proposal, response or reply preparation or submittal from the District.
- 1.2.9. 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.
- 1.2.10. Notice of intent to award, including rejection of some or all bids, proposals, replies or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.9.
- 1.2.11. If less than three responsive bids, proposals, replies or responses are received, the District may purchase construction services or may reject the bids, proposals, replies or responses for a lack of competitiveness. If no responsive bid, proposal, reply or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include a

direct purchase of the construction services without further competitive selection processes.

- 1.3. 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.
- 1.4. Emergency Purchases: The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting and the decision shall be ratified at such meeting.
- 1.5. Exceptions. Rule 3.5 is inapplicable when a) the project is undertaken as repair or maintenance of an existing public facility, b) the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent, c) the District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor, or d) when the District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees and equipment.

2. DESIGN-BUILD CONTRACTS

2.1. 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:

2.2. Procedure:

- 2.2.1. The District shall utilize a Design Criteria Professional meeting the requirements of Subsection 287.055(2)(k) of the Florida Statutes when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria

Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes or may be retained using Section 3.1, Procedure under Consultants' Competitive Negotiations Act. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

2.2.2. 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.

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

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

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

2.2.3.2.1. 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 \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2.2.3.2.2. 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.

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

2.2.3.2.3.1. Hold the required applicable state professional license(s) in good standing, as defined by subsection 287.055(2)(h) of the Florida Statutes;

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

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

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

Any contractor that has been found guilty by a court of any violations of federal labor or employment tax laws within the past five (5) years may be considered ineligible by the District to submit a bid, response or proposal for a District project. Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

2.2.3.2.4. The proposals shall be publicly opened in accordance with applicable law. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

2.2.3.2.5. The Board shall have the right, in its sole and absolute discretion, whether or not reasonable, to reject all proposals if rejection is determined to be in the best interests of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

- 2.2.3.2.6. If less than three proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.
- 2.2.3.2.7. 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 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.9.
- 2.2.3.2.8. 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. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
- 2.2.3.2.9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
- 2.2.3.2.10. 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.

2.3. 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.

2.4. 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 and the decision shall be ratified at such meeting.

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

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

Rule 3.6: Goods, Supplies and Materials.

1. Purpose and Scope: All purchases of goods, supplies or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies and materials" do not include printing, insurance, advertising or legal notices. A contract involving goods, supplies or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
2. Procedure: When a purchase of goods, supplies or materials is within the scope of this Rule, the following procedures shall apply:
 - 2.1. The Board shall cause to be prepared an Invitation to Bid, a Request for Proposals, an Invitation to Negotiate or Competitive Solicitation.
 - 2.2. 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.
 - 2.3. 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.
 - 2.4. 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.
 - 2.5. 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:
 - 2.5.1. Hold the required applicable state professional licenses in good standing.

- 2.5.2. Hold all required applicable federal licenses in good standing, if any.
- 2.5.3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.
- 2.5.4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation.

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

- 2.6. Bids, proposals, replies and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified after opening. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law.
- 2.7. The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposal, Invitation to Negotiate or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation and revision of bids, proposals, replies and responses.
- 2.8. The Board shall have the right to reject all bids, proposals, replies or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined, in the District's sole and absolute discretion, whether or not

reasonable, to be in the best interests of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply or response preparation or submittal from the District.

- 2.9. 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.
- 2.10. Notice of intent to award, including rejection of some or all bids, proposals, replies or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.9.
- 2.11. If less than three bids, proposals, replies or responses are received, the District may purchase goods, supplies or materials or may reject the bids, proposals, replies or responses for a lack of competitiveness. If no responsive bid, proposal, reply or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies and materials, which steps may include a direct purchase of the goods, supplies and materials without further competitive selection processes.
3. Goods, Supplies and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5: There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies and materials. Such purchase of goods, supplies and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
4. Exemption: Goods, supplies and materials that are only available from a single source are exempt from this Rule. Goods, supplies and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies or materials is exempt from this rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state or local government contract that has been competitively procured by such federal, state or local government in a manner consistent with the material procurement requirements of these Rules.

5. Renewal: Contracts for the purchase of goods, supplies and/or materials subject to this Rule 3.6 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
6. Emergency Purchases: The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting and ratified at the next Board meeting.

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

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

Rule 3.7: Maintenance Services.

1. Scope: All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
2. Procedure: When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - 2.1. The Board shall cause to be prepared an Invitation to Bid, a Request for Proposals, an Invitation to Negotiate or Competitive Solicitation.
 - 2.2. 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.
 - 2.3. 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.
 - 2.4. 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.
 - 2.5. 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:
 - 2.5.1. Hold the required applicable state professional licenses in good standing.
 - 2.5.2. Hold all required applicable federal licenses in good standing, if any.

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

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

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

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

- 2.9. 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.
- 2.10. Notice of intent to award, including rejection of some or all bids, proposals, replies or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.9.
- 2.11. If less than three responsive bids, proposals, replies or responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies or responses for a lack of competitiveness. If no responsive bid, proposal, reply or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include a direct purchase of the maintenance services without further competitive selection processes.
3. Exemptions: Maintenance Services that are only available from a single source are exempt from this Rule. Maintenance Services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
4. Renewal: Contracts for the purchase of maintenance services subject to this Rule 3.7 may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
5. Contracts; Public Records: In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
6. Emergency Purchases: The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting and ratified at the next Board meeting.

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

Rule 3.8: Contractual Services.

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

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

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

Rule 3.9: Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 and 3.7

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

1. Filing:

- 1.1. With respect to a protest regarding qualifications, specifications, documentation or other requirements contained in a Request for Qualifications, Request for Proposal, Invitation to Bid or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposal, Invitation to Bid or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- 1.2. Except for those situations covered by subsection 1.1 above, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 or 3.7 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- 1.3. If disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6 or 3.7, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to 1% of the anticipated contract amount that is the subject of the protest

or \$5,000 whichever is greater. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- 1.4. The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
2. **Contract Execution:** Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing the delay incident to protest proceedings will jeopardize the award of the contract, will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be signed.
3. **Informal Proceeding:** If the Board determines a protest does not involve a disputed issue of material fact, the Board may (but is not obligated to) schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via electronic mail, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal and policy grounds for its decision.
4. **Formal Proceeding.** If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above (if available), the District shall schedule a formal hearing to resolve the protest; such proceeding shall be at a time and place determined by the Board. 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:
 - 4.1. Administer oaths and affirmations;
 - 4.2. Rule upon offers of proof and receive relevant evidence;
 - 4.3. Regulate the course of the hearing, including any pre-hearing matters;
 - 4.4. Enter orders; and
 - 4.5. Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) calendar days after the hearing or thirty (30) calendar days after receipt of the hearing transcript if a transcript is prepared, 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) calendar days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) calendar days after the filing of the recommended order.

5. Intervenor: Other substantially affected persons may join the proceedings as intervenors on appropriate terms as agreed to by the hearing officer which shall not unduly delay the proceedings.
6. Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest: If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate and any protest bonds shall be returned.
7. Settlement: Nothing herein shall preclude the settlement of any protest under this rule at any time.

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


Law Implemented: §§ 190.033, Fla. Stat.

Rule 4.0: Effective Date

These Rules shall be effective ??????.

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

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



CHAPTER 2

OPERATING POLICIES

CHAPTER 2 OPERATING POLICIES

SECTION 1: Operational Policies

1. Permanent & Ad Hoc Committee Policy: The following policies for the formation and operation of CDD committees:

1.1. Committee Formation/Dissolution:

- 1.1.1. Committees are created by a majority vote of the CDD Board of Supervisors.
- 1.1.2. Committees will be designated PERMANENT or AD HOC (temporary).
- 1.1.3. Each committee will be assigned a CDD Board of Supervisor liaison/non-voting non committee member.
- 1.1.4. Committees will be made up of a minimum of three (3) members or as permitted by the CDD Board of Supervisors.
- 1.1.5. Committees are dissolved by a majority vote of the CDD Board of Supervisors.

1.2. Committee Membership:

- 1.2.1. Committee membership application process set by the CDD Board and approved by the Board.
- 1.2.2. ??????Renters are not eligible for committee membership.
- 1.2.3. Solicitation for membership or replacements will be posted on the official CDD website or otherwise distributed by the CDD Board.
- 1.2.4. Residents requesting membership will email or write a letter to the chairperson of the CDD Board with copies to each of the other four Supervisors.
- 1.2.5. If a committee member resigns, becomes inactive (for three or more consecutive meetings), poses a conflict of interest or for any reason engages in inappropriate conduct the Committee Chairperson must notify the CDD Board of Supervisors' Chairperson by email or in writing. The Board must act on this issue. If a vacancy results, a new posting will be

advertised on the official CDD website and the vacancy filled by the CDD Board

1.3. Committee Organization:

1.3.1. Each committee will vote for and designate or reconfirm a chairperson and recording secretary at the committee's regularly scheduled meeting in December of each year.

1.3.2. A vice chairperson election is optional by committee.

1.3.3. ~~The Board of Supervisor's committee liaison cannot fill any of these roles because the liaison is not a committee member.~~

1.4. Committee Topics/Projects:

1.4.1. Each committee's projects will be defined and prioritized by the CDD Board of Supervisors.

1.4.2. If other topics are identified by the committee, the committee may bring such topics to the CDD Board prior to any other work or activity.

1.4.3. Committees will research and recommend (by committee vote) a direction, solution or proposal to their committee's initiatives and projects unless otherwise directed by the CDD Board of Supervisors.

1.5. Primary Committee Requirements:

1.5.1. Committee meetings and actions are subject to Florida Sunshine laws.

1.5.2. Committees are governed by the same state statutes open meeting requirements that govern the CDD Board of Supervisors.

1.5.3. No alternative, solutions or proposals can be discussed among committee members and/or vendors outside the Committee's monthly scheduled public meeting.

1.5.4. Proposals/solutions may only be discussed and voted upon at regularly scheduled, noticed public committee meetings.

1.6. Committee Meetings/Member Interactions and Contact:

1.6.1. Each committee's meeting will be held monthly as published (newspaper) and announced by the CDD Board of Supervisors on the official CDD website and as needed in the CDD Newsletter. Additional meeting dates require newspaper notice and publication unless the regular monthly meeting is formally continued for a specific agenda item to a date, time and place certain by a vote of the committee members at a duly advertised meeting.

1.6.2. Committee members cannot meet together outside the above noticed public meetings to discuss proposals or solutions under consideration or other committee business. Verbal conversations between committee members about District business should not occur outside meetings. Email conversations between committee members about District business should never occur. These comments must be exchanged at regularly scheduled posted meetings.

1.6.3. Workshops are classified as official meetings and must be advertised (publicly noticed) with minutes kept and held in an area accessible by individuals who want to attend.

1.6.4. The CDD Board of Supervisors' committee liaison is not counted as a voting member of the committee.

1.6.5. Committee meetings can be continued by a majority vote of committee members present to a date, time, and location announced at the meeting for continued discussion on an agenda item(s). The continuation notice must be posted on the official CDD website and the CDD bulletin board by the Committee Chairperson.

1.6.6. Notice of cancellation (example: anticipated lack of quorum) shall be posted on the official CDD website and CDD bulletin board by the committee as soon as possible. All members including the CDD Board committee liaison shall be notified.

1.7. Request for Proposal (RFP) and Contracts:

1.7.1. Committees will solicit and prepare RFPs and bid requests in accordance with approved CDD purchasing policies, statutory requirements and monetary limits.

1.7.2. Committees are not permitted to prepare or negotiate contracts. However, the committees may draft specifications as directed by the CDD Board of

Supervisors. The Board of Supervisors liaison to the committee will be the contact unless the individual assigned is changed by a vote of the Board.

1.7.3. Committee members should appoint a member of their committee to work with the vendor/contractor during the term of the contract, reporting back to their committee and the Board of supervisors with progress, problems encountered and/or completion information.

1.7.4. Committees are responsible for validating and documenting references of bid finalists and submitting said verification to the Board of Supervisors with the committees' recommendation.

1.8. Committee Reporting Responsibility:

1.8.1. Each committee is required to prepare monthly meeting minutes/reports that identify recommended actions and status of other priority projects and discussions to the CDD Board of Supervisors. The minutes are required to be sent to the District Manager two weeks prior to the CDD meeting.

1.8.2. Each committee recommendation to the CDD Board of Supervisors must be voted upon and approved by the majority of the committee.

1.8.3. A minimum of one committee recommendation for each committee topic or project researched is required.

1.8.4. The current month's report must be emailed to each CDD Board member, the CDD Management Company and the website at least two weeks prior to the next scheduled CDD Board of Supervisor's meeting.

1.8.5. Monthly, each committee is to provide the official CDD Newsletter editor with their CDD report so that topics of interest can be included in the CDD newsletter.

2. Committee Assignments & Individual Contributor Policy

2.1. Following are the key areas for focus for each CDD Committee and individual contributors. The list is not intended to be exhaustive, but to provide a guide for CDD Committee Members and individual contributors to focus upon.

2.2. The committees will recommend projects, activities and/or expenditures for CDD Board review and approval, prior to commencement, based upon the following

assignments: (NOTE: This policy is a companion policy to the Permanent and ad hoc Committee Policy in Section 3.1.).

2.3. Community Development District Permanent Committees

2.3.1. Landscaping Committee

2.3.1.1. Landscaping: The maintenance and repairs of CDD property including landscaping, flowers, shrubs, mulch, trees, landscape lighting, fertilizer, weed/insect control, sod, boulders, and other landscape decorations.

2.3.1.2. Irrigation: The maintenance and repair of end irrigation delivery devices (heads, lines, timers, etc) that irrigate CDD properties.

2.3.2. Infrastructure Asset Management Committee

2.3.2.1. Assignments: The oversight, management, and final decision of all District-owned facilities within Bobcat Trail.

2.3.3. Board Supervisor Positions:

2.3.3.1. Newsletter Supervisor-

2.3.3.1.1. Collection of newsworthy articles and topics from the Board of Supervisors and the CDD Committee chairs as directed by the Board of Supervisors.

2.3.3.1.2. Manage monthly calendar of events

2.3.3.2. Finance Supervisor-

2.3.3.2.1. Annual Budget: Works with other CDD committees and the Management Company to assemble and submit a proposed annual budget and summarize capital plan items for the Board of Supervisors review and approval.

2.3.3.2.2. Monthly Financial Reports: The review of the monthly financial statements and bringing irregularities (posting, errors, etc.) to the Board of Supervisors for any required action.

2.3.3.2.3.

2.3.3.2.4. Annual Audit: The review of the annual outside audit. Evaluate and recommend corrective actions or suggestions to the Board of Supervisors for consideration. Perform periodic audits of accounts and funds as directed by the Board of Supervisors.

2.3.3.2.5. Financial Policies: The drafting of financial policies and procedures as directed by the Board of Supervisors.

2.3.3.3. Golf Liaison

2.3.3.4. Lakes and Roads Supervisor:

2.3.3.4.1. Lakes: The CDD lakes' water quality, aquatic devices and pumps, banks and drainage maintenance and repair.

2.3.3.4.2. Roads: The CDD roads, curbing and parking areas' repair and maintenance (surfaces, sealing, marking lines, sweeping and cleaning).

2.3.3.4.3. SWFWMD: Permitting adherence.

2.3.3.4.4. Sidewalk Maintenance: Cleaning & repair of CDD sidewalks. The sidewalks are the property owner's responsibility and common areas are the CDD 's responsibility. If a sidewalk crosses a homeowner's driveway, cleaning and repair are the homeowner's responsibility.

2.3.3.4.5. Cleaning of Irrigation Distribution System: Responsibility as outlined in the Bobcat Trail Water License Agreement as amended, and further amended by the Well Cooperation Agreement and the Irrigation Vault Agreement.

2.3.4. Maintenance Supervisor

2.3.4.1. Maintenance Worker: The management of the CDD maintenance worker(s) to an individual supervisor for input/coordination and supervision.

2.3.4.2. Swimming Pool: The maintenance upgrades and repair of the swimming pool and pool house structure as well as related operations and deck equipment.

2.3.4.3. Maintenance: The maintenance of PRVs, managed access gates, security cameras, gate house structure as well as their maintenance contracts. Maintenance and repair of street/parking lot lights, perimeter fences and walls, entry/exit/pool as well as security signage, street signs and comprehensive sidewalk repair or replacement.

2.3.5. Facilities Supervisor

2.3.5.1. Landscape items: The maintenance and repair of CDD irrigation wells.

2.3.5.2. Fitness Center: Maintenance and repair of equipment.

2.3.5.3. Community Center: Maintenance and repair of building; planning and coordinating special events for residents.

2.3.5.4. Community Center Representative Office Assistant: Supervision of Community Center Representative Office Assistant.

2.3.5.5. Community Access (Envera)

2.3.6. HOA Supervisor

2.3.7. Commercial Properties

2.3.8. Fairway Commons

SECTION 2: Administrative Policies

1. Salary Administrative Introduction

1.1. The following guidelines are for new and existing employees in administering beginning salary and future increases.

1.2. All new employees will be hired with a probation period of (90) days. At the end of that period they should be evaluated to determine if they meet the requirements of the position and will remain in employment with the Bobcat Trail CDD.

1.3. Basis of Salary Increase: The starting rate for new employees will be at a rate of \$.50 less than the projected salary until the end of the probation period. At that time, they will be brought up to the projected rate.

1.4. Annual Increases: Yearly increases will be reviewed and evaluated by the Board of Supervisors each December based upon merit and increases in the annual consumer price index (CPI-W) for urban wage earners and clerical workers but should not exceed 5%. Pay increases will become effective in January of each calendar year.

1.4.1. Employees based on their anniversary date who have not completed (90) days of service from the time of their hire until December, will not be entitled to the increase.

2. Hiring Practice of New Employees

2.1. A general application should be used for the hiring of all new applicants.

2.2. A background check, which includes (credit report and criminal report) along with drug test, should be standard procedure on all new employees.

3. Benefits, if any, shall be determined by the Board, and it may be amended from time to time.

4. Bulletin Board Use & Control

4.1. The use and management of the CDD bulletin board is managed by this policy.

4.1.1. The Bulletin Boards serve as an additional means of communication by the CDD with the residents of Bobcat Trail.

4.1.2. Only CDD governmental and informational material may be posted on the bulletin board. This includes but is not limited to meeting notices, CDD

community notices, CDD official Newsletter, CDD committee member's lists and meeting announcements, CDD contact information, etc.

4.1.3. Stale or outdated material must be removed in a timely fashion by the party who posts the notice or will be removed by the CDD.

4.1.4. No non-CDD material, announcements, flyers, business cards, political announcements, etc. can be attached (inside or outside) to the CDD bulletin board. Such items will be removed and destroyed. A separate bulletin board may be used for posting Non CDD Materials upon approval by a CDD Board Supervisor **or other representative**.

4.1.5. Keys to the official CDD Bulletin Boards are controlled by the Chairperson of the CDD. The Chairperson and Vice Chairperson will be issued keys to the CDD Bulletin Board. Upon changes in office, those individuals issued keys must return the keys to the CDD office. Keys shall not be duplicated or passed around.

4.2. Questions concerning use of the CDD bulletin boards should be referred to the CDD Chairperson.

SECTION 3: Security & Access Policies

1. Gate Access Policy:

1.1. The following is the policy for the registration, management and day-to-day operation of gate access for Bobcat Trail:

1.1.1. Residents (home/villa owners and renters) and the golf course manager and superintendent, upon application submission of a new Gate Access Registration Form (See Appendix) are eligible to receive vehicle gate access stickers.

1.1.2. A CDD Supervisor or Board Designee is responsible for issuance of vehicle gate access stickers.

1.1.3. At the time of the initial purchase, re-sale or re-leasing of a home or villa, the new resident must complete a new Gate Access Registration Form and present it to the Community Center office or their designee within 30 days of the sale/transfer or new lease to receive vehicle decals.

1.1.4. ~~At the time of a re-sale or new lease the seller/lessor must advise their real estate or leasing agent so that the new resident may register for community access.~~

1.1.5. Residents and golf club management are not to allow their visitors and/or service personnel to enter or exit the community by the rear gate.

1.1.6. The entry gates are programmed to close after each vehicle. Use of the vehicle gate access sticker is required each time one enters by the front or rear resident gates. The CDD is not responsible for damage to vehicles that tailgate. Residents and visitors are responsible for gate damage if they are tailgating.

1.1.7. As with any member of the public, the golf club management and employees have access to Bobcat Trail.

1.1.8. Although having access, Bobcat Village owners and employees will not be issued vehicle gate access stickers.

1.1.9. The gate monitoring service is responsible for keeping a physical file of lists provided by the golf club management and residents' regularly scheduled visitors.

1.1.10. All visitor vehicles entering the front gate will be logged by the gate monitoring service.

1.1.11. Persons who are viewed forcing front and rear gate(s) will be held financially responsible for repairs.

2. Access Registration:

2.1. All eligible users must complete a CDD Registration Form and bring it to the Community Center Representative with identification (utility bill, real estate tax bill, lease, etc.). The registration form must be completed prior to obtaining a vehicle sticker.

2.2. Any access change (telephone number, new/additional vehicles, new tag/license plate number, etc.) to the initial registration form must immediately be provided to the Community Center Representative.

2.3. Golf club management will provide and update lists of access designees (employees and service/delivery personnel) to the gate monitoring service.

3. Vehicle Gate Access Stickers:

3.1. Vehicle gate access stickers will be issued by a CDD Supervisor or their designee at the Community Center office only upon the presentation of a completed and signed registration form.

3.2. Stickers shall be affixed to **an approved location by the CDD Supervisor or designee.**

3.3. While living in the community, users shall not remove decals from vehicle(s) or move them to another vehicle. A new decal for each new vehicle must be obtained from the CDD Supervisor or designee.

3.4. First time residents will be provided two free gate access stickers upon completion of a Gate Access Registration Form. Additional stickers may be purchased **at the rate determined by the CDD Board.**

3.5. Individuals assigned stickers are responsible for lost or damaged gate access stickers. There are no free replacements.

4. Visitor Policy

4.1. The CDD cannot deny access to anyone. If an individual refuses to comply with any of the policies cited herein, he/she is still allowed entrance. The gate

monitoring service will record the incident on the daily log to be reviewed by the CDD Supervisor. **Action taken is to be determined based on offense.**

- 4.2. All guests and service/delivery personnel are required to only use the front gate for entry and exit from the community. The rear gate (entry and exit) is for resident and renter use ONLY.
- 4.3. The gate monitoring service will record visitor information.
- 4.4. All guests and service/delivery access are to be pre-announced by the resident or renter by following instructions supplied by the gate monitoring service prior to their scheduled entry. The resident or renter provides the name/company and the date and estimated time of arrival.
- 4.5. If any guests or service/delivery persons arrive at the front gate without prior notice from the home/villa owner or renter, the gate monitoring service will perform the following:
 - 4.5.1. Upon an un-noticed arrival at the front gate the attendant on duty will make one call to the appropriate resident/renter using the telephone number provided on the registration form. If there is no answer, access will still be allowed, and information will be logged as referenced below.
 - 4.5.2. Process servers acting in a professional capacity who present their credentials must be allowed access without calling the resident.
 - 4.5.3. Police in marked units or presenting proper identification in unmarked units, Fire, or Medical Units, will be allowed immediate access. The entry is to be logged with as much information as is possible to obtain without impeding such units in any way. Directions are to be provided if needed.
- 4.6. Golf Club / Restaurant Visitor
 - 4.6.1. The golf club provides a daily tee time list to the front gate. Visitor golfers will be logged (name, vehicle and plate number).
 - 4.6.2. If golfers arrive at the front gate and are not on the daily tee time list the gate monitoring service will add them to the list and they will be logged (name, vehicle and plate number).
 - 4.6.3. If visitors state they are going to the restaurant, they will be logged (name, vehicle and plate number).
- 4.7. Real Estate Sale/Rental/ For Sale By Owner Real Estate

4.7.1. It is the policy of the Board of Supervisors, Bobcat Trail Community Development District, while enhancing the safety and security of our Community, to ensure that all sales and rentals of homes and villas in the community are properly recorded and handled in accordance with CDD policies.

4.7.2. All ~~real estate agents~~ or homeowners selling, buying or renting properties must adhere to the following:

4.7.2.1. Sellers/renters must remove the Bobcat Trail vehicle sticker(s) from their vehicle when they sell (close) or rent (sign a lease) their home or villa to a new owner/renter, contact Community Center Office and return fobs.

~~5. ???Gate House greeters are not permitted to distribute, post or hand out business cards, announcement sheets, or flyers.~~

6. Greeters are not allowed to accept packages or other items for the convenience of any resident or vendor.

7. Any questions may be referred to the CDD Supervisor by contacting the CDD Office at 941.416.0808.

SECTION 4: Property Policies

1. Community Lakes & Wetlands

- 1.1. All lakes, ponds and their access easements within the Bobcat Trail community are the property of and managed by the Community Development District. The lakes and ponds are ~~aesthetic amenities~~ only and part of the District Storm Water Systems. For protection of these important natural resources and their surrounding property and in addition to any published Bobcat Trail HOA restrictions, following is the District's Policy regarding their use:
- 1.2. No swimming, wading, use of floating devices, playing/sports, or any other recreational uses are permitted.
- 1.3. No boating of any type is allowed unless authorized by the CDD Board of Supervisors for lake/pond and easement maintenance, etc.
- 1.4. Fishing is permitted by members and their guests. Fishing must be from the shore line, and access from CDD lake access easements. THE FISH CONTAINED IN THESE PONDS ARE NOT SUITABLE FOR CONSUMPTION.
- 1.5. Lake and pond access is strictly limited to CDD easements that are available for each lake/pond.
- 1.6. Wildlife and birds are not to be fed, chased, or in any way bothered. Alligators are dangerous and unpredictable. Do not feed or bother the alligators. There are State of Florida statutes and fines that address wildlife violations. Pets are not allowed in the lakes.
- 1.7. Disturbing or changing the natural grasses and green areas around the lakes or ponds (CDD easements and shoreline property) are not allowed without the written approval of the Board of Supervisors and/or as required by law any other licensing authority. The wetlands must be left in their natural state. There are State of Florida statutes and fines that address wetlands violations.
- 1.8. Automobiles, trucks, ATVs, motorcycles, bicycles or any other motorized vehicles are not permitted on CDD lake access easements and shore line properties unless authorized by the CDD Board of Supervisors for lake/pond maintenance, etc.
- 1.9. No foreign materials may be disposed of directly into the lakes, storm water drains and gutters, or wetlands, including but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, animal waste or any other material that is not naturally occurring or that may be detrimental to the lakes and/or wetlands environments.

1.10. The District shall not be responsible for any loss, damage, injury or death to any person or property arising out of authorized or unauthorized use of the lakes or ponds or streams within the property.

2. Use, Alteration, Improvement or Misuse of CDD Common Property Areas

2.1. CDD common areas within Bobcat Trail are managed by the Bobcat Trail CDD Board of Supervisors. Any improvement or alteration of CDD common area property by any individual is subject to prior written approval of the Board of Supervisors. All requests must be submitted in writing directed to all CDD Board members and the CDD Management Company at least 30 calendar days prior to any requested action. Email requests are acceptable. Notification of the Board's decision will be by letter to the applicant.

2.2. Any unapproved improvements or alterations and/or misuse of any category of CDD common area is subject to restoration and repair, to its original condition, at the expense of the person(s) identified who made such improvements, alterations and/or misused said common areas as directed by the Board of Supervisors. Imposition of fines, if legally permissible, will be determined by the Board.

2.3. There are a number of categories of CDD Common Properties that are subject to this Policy:

2.3.1. Roads & Specific Parking Areas - Roadways and the swimming pool/tennis court/clubhouse parking areas within the District. Maintenance and repair are the responsibility of the CDD unless damaged by third-party negligence or accident (insurance claim, etc.).

2.3.2. Sidewalks - Common sidewalks adjacent to District roads; repair and replacement are the responsibility of the CDD. General maintenance (cleaning, etc.) in front of homes is the responsibility of the homeowner or, in the case of the Villa property, the Villa HOA. However, if the sidewalk or a portion thereof, was altered (painted, stamped, etched, etc., whether approved by the Bobcat Trail HOA Architectural Control Committee or not) or otherwise damaged or altered by the property owner or predecessor in title, the cost of restoration, repair and/or replacement shall be borne by the property owner(s).

If the sidewalk is damaged as a direct result of a third party's (contractor, utility, etc.) negligence, an accident (insurance claim by the responsible party, etc.) or the property owner's negligence, the CDD is not responsible for the cost of restoration, repair and/or replacement. Those deemed responsible for the damage will be required to pay for repair/replacement.

2.3.3. Lakes/Ponds/Drainage Retention Ponds - Bodies of water within the District. Refer to CDD Operational Policy Section 2 Community Lakes and Wetlands.

2.3.4. Easements - Typically easements are segments of land that provide access to CDD lakes and/or other CDD property. These properties are used primarily for maintenance and CDD or emergency access. These areas are typically maintained by the CDD, unless HOA documents mandate such responsibility to others or other arrangements have been made, at a level determined by the CDD Board of Supervisors.

2.3.5. CDD Buffer Zones - CDD properties are maintained in a natural state to protect and screen adjacent properties. Examples include but are not limited to: Between Bobcat Village commercial parcels and Toledo Blade Boulevard there is a CDD-owned property that provides screening and privacy. Among others, there are also buffer areas between the golf course and Toledo Blade Boulevard or Woodhaven Road that are CDD-owned property and provide screening and privacy. The aforementioned buffer zones are generally left in a natural state and are to be maintained and/or altered only by the CDD. No foreign materials may be disposed of in these areas.

2.3.5.1. Moreover, if the buffer area is damaged as a direct result of third parties' negligence (contractor, utility, etc.), an accident (insurance claim, etc.) or a property owner's unapproved actions or negligence, the CDD is not responsible for the expense of restoration, repair and/or replacement. The CDD will perform the restoration and the person(s) deemed responsible will be subject to the expense to restore the area(s) to their original state including any potential fines incurred by the CDD.

2.3.6. The following areas that are subject to this policy, shall be maintained by residential homeowners at their expense (refer to Bobcat Trail HOA Restrictions).

2.3.6.1. Residential Curbside Areas -- The lawn area in front of each residence that typically runs from the sidewalk to the curb: Homeowner maintenance includes the existing lawns and tree maintenance at the homeowner's expense. Any alterations or improvements are subject to this policy. Any tree planting and/or removal requires CDD consent if on CDD property

2.3.6.2. CDD Common Areas Between a Resident's Property Lines and CDD Lakes, Golf Course or other CDD Properties -- The CDD land area that typically abuts (behind or beside) a residential home, between the property owners' property line and a lake, or other CDD common areas or the golf course property: The homeowner is responsible for

maintenance including existing lawn and tree maintenance as well as sod, mulch, or any other condition caused by lack of maintenance. Any capital improvements or alterations to the current condition of the property fall under the authority of the CDD. The homeowner is not to perform any such work – absent compliance with this policy or consent of the CDD.

- 2.4. The District is not responsible for any loss, damage, injury, or death to any person or property arising out of authorized or unauthorized use of the CDD common areas within the property.

SECTION 5: Membership Policies

~~1. Members~~

~~1.1. Property Owners: (homeowners, villa owners, landowners) must be registered with the CDD Office to become a Member.~~

~~1.2. Renters/Tenants: For the purposes of this policy, the term "Member" shall include Renters/Tenants once the procedures are followed.~~

~~1.2.1. Procedures:~~

~~1.2.1.1. Property owners must be registered with the CDD Office~~

~~1.2.1.2. A copy of the lease must be received by the CDD Office~~

~~1.2.1.3. The "Property Owner Access Waiver" form must be received by the CDD Office~~

~~1.2.1.4. The renter/tenant must complete and file "Personal Key Fob" form~~

~~1.2.1.5. The renter/tenant must complete and file "Fitness Room Waiver & Release" forms and/or medical authorization to be granted use of the Fitness Room~~

~~1.2.1.6. The renter/tenant will be given access with the lease termination date as the access expiration date. At the lease termination, the fob must be returned to the Community Center office or the property owner will be charged.~~

~~2. Non-Resident Social Members: For the purposes of this policy, the term "Member" shall include Non-Resident Social Members.~~

~~2.1. Non-assignable annual memberships are available for non-residents for the recreational use of the Community Center, parks and recreational facilities. Recreational facilities include the swimming pool, tennis court and restrooms (pool house).~~

~~2.2. Family Social Membership: A membership for those residing in the same household up to age 18 -- annual as determined by the board. Two members of each household over the age of 18 are allowed a fob.~~

~~2.3. The annual fee schedule for social membership (See fee schedule in Appendix) is attached and available in the CDD Office. The annual fee shall be the sum of two components calculated as follows: (i) the total budgeted operation and maintenance assessment divided by the total number of dwelling units and (ii) a surcharge of 20% for administration. Subject to applicable law, fees may vary~~

~~each year depending upon factors including but not limited to the annual operating budget for the Community Center and are set at the time of implementation of the CDD budget.~~

~~2.4. The membership year is October 1 through September 30. There is no pro-rata.~~

~~2.5. Applications for non-resident membership are available in the CDD Office (See Appendix).~~

~~2.6. Verification of family members living in the same household and ages will be required (drivers' licenses, birth certificates, etc.).~~

~~3. Other Memberships: There are no guest or commercial memberships offered.~~

~~4. Guests: Guests are defined as only those individuals visiting and residing in the home of a Member. Members are responsible for the actions and for any damage caused by their guests. Guests must complete the "Fitness Room Waiver & Release" form to have Fitness Room privileges, even if only for one-time use.~~

SECTION 6: Recreational Facility Policies

1. Swimming Pool Policies and Procedures

- 1.1. The pool is for the exclusive use of members and their guests. For the safety of all, it is required that all rules be observed at all times. The Board of Supervisors and its agents shall have full authority to enforce these policies and control conduct. Disregard for any of the pool rules or policies may result in expulsion, suspension and/or loss of CDD privileges.
- 1.2. Pool hours are from thirty (30) minutes after sunrise until thirty (30) minutes before sunset as per Florida Administrative Code.
- 1.3. A responsible adult or legal guardian must accompany children under the age of 15 years at all times.
- 1.4. Users must shower before entering the pool as per Florida Administrative Code.
- 1.5. No jumping, pushing, running or other horseplay is allowed in the pool or within the pool area.
- 1.6. No glass containers are allowed in the pool area as per Florida Administrative Code.
- 1.7. No beverages are allowed in the pool area as per Florida Administrative Code.
- 1.8. No food or drink is allowed in the pool or on the pool wet deck (five feet from the edge of the pool), as per Florida Administrative Code.
- 1.9. Chewing gum is not allowed in the pool or within the fenced pool area.
- 1.10. No pets are allowed in the pool area, working service animals excepted.
- 1.11. No LIFEGUARDS are on duty.
- 1.12. Swimming is at "YOUR OWN RISK".
- 1.13. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for those effects.
- 1.14. No diving is allowed.
- 1.15. No smoking is allowed in any District facility, including but not limited to the pool areas.

- 1.16. No skateboards, roller skates, in-line skates or bicycles shall be permitted on the pool deck.
- 1.17. Inappropriate behavior of any type while on District property (use of profanity or foul language, indecent exposure, etc.) shall not be permitted at any time. No physical or verbal abuse of anyone will be tolerated.
- 1.18. Infants and children who are not POTTY TRAINED and adults with incontinence problems are required to wear proper swimwear (plastic panties, swimmys, etc.) with a swimsuit over the swim diaper to reduce the health risks associated with human waste in the swimming pool. Anyone who does pollute the pool may be liable for any costs incurred in treating and reopening the pool.
- 1.19. Members are limited to FIVE pool guests. The Member must accompany the guest into the pool area but is not required to remain.
 - 1.19.1. A responsible adult (18 years of age or older) or legal guardian must accompany children under the age of 15 years at all times.
- 1.20. Radios and other audio devices brought into the pool area shall be played at reasonable volumes to help prevent the disturbance of other pool users and are not permitted unless battery operated.
- 1.21. Pool furniture shall not be removed from the pool deck area or placed in or near the swimming pool. Pool furniture is to be no closer than four (4) feet of the pool. Entrances must be kept clear at all times.
- 1.22. All bathers are to immediately leave the pool area during electrical storms. Please see references at National Lightning Safety Institute <http://lightningsafety.com/>
- 1.23. Proper swim attire must be worn. No cutoffs and no gym shorts.
- 1.24. Umbrellas shall be lowered and stands secured when leaving the pool.
- 1.25. Use of the District recreational facilities and other CDD privileges may be suspended for violation of any of these policies and procedures. The pool may be closed for periods of time to facilitate maintenance and to maintain health code regulations.
- 1.26. IN CASES OF EMERGENCY, CALL 911. North Port Police non-emergency number: 941-429-7300
- 1.27. Failure to Comply

- 1.27.1. For purposes of this pool policy, users are defined as members and guests who are using the pool and pool house recreational facilities.
- 1.27.2. Conduct may be enforced by any Board Supervisor.
- 1.27.3. If for any reason a user fails to comply with the above pool rules, regulations and policy, the user will receive a verbal warning.
- 1.27.4. If the user persists and fails to comply. the user will be asked to leave the pool for the day and his/her name and address and phone number will be taken.
- 1.27.5. If the violation occurs the third time, the user will be barred from using the pool for one month and the user will receive a letter and/or email from the CDD indicating the date they may return to the pool.
- 1.27.6. If the user is asked to leave and does not comply; then the user is trespassing, the authorities will be contacted, and the user will be prosecuted to the fullest extent of the law.
- 1.27.7. If damages were incurred by the user, the user will receive a letter or email from the CDD. This notice will indicate the date the user will be able to return to the pool and an attachment with an invoice covering damages identified. The user will not be able to return to the pool until the date indicated and until the invoice is paid in full.
- 1.27.8. Once barred, if the user returns to use the pool area during this time, the authorities will be called and trespass warrant will be issued.
- 1.27.9. Guests of members:
 - 1.27.9.1. Guests using the pool without a member present must be informed of the pool policies by the member prior to their use of the facility.
 - 1.27.9.2. If the guest continues to violate these polices, he or she will be asked to leave.
 - 1.27.9.3. If the individual resists, the Police will be called.
 - 1.27.9.4. If damages occur, the member hosting the guest will be responsible for any damages and will be invoiced.

1.28. Pool Use Policy

- 1.28.1. This policy is designed to limit the Community Development District's (CDD) liability and exposure regarding the use of the community swimming

pool and pool house recreational facilities. This policy supports the open and unfettered use of this recreational asset by our Members and their guests. It also assists in maintaining the cleanliness and upkeep of the facilities without incurring additional costs. The policy is:

- 1.28.2. There will be no private function use of the swimming pool, pool house and pool deck areas allowed for any reason.
- 1.29. Any questions must be in writing and addressed to all members of the CDD Board of Supervisors at 1352 Bobcat Trail Blvd., North Port, FL 34288

2. Community Center Use Policy

2.1. Community Center Overview

- 2.1.1. Bobcat Trail is a Community Development District (CDD) with major common areas and facilities owned by the CDD and managed by the CDD Board of Supervisors (Board). Use of the Community Center (Center) facility is only authorized by the Board and their Community Center Representative(s). Reservations may not be made more than six (6) months prior to any event. Unless otherwise provided for herein. This policy specifically communicates the operating procedures of the Bobcat Trail Community Center.
- 2.1.2. Unless otherwise provided for herein, use of the Center and its Use of this facility and amenities is limited to Members and their Guests as defined in Membership Policy, Chapter 1, Section 1).
- 2.1.3. All policies, rules, procedures, fee/deposit schedules, agreements and forms for use of this facility are available in the CDD Office.
- 2.1.4. The CDD Community Center Office Assistant(s) are individuals who are authorized to schedule/coordinate activities/events along with other specific duties on behalf of the CDD Board. Community Center Office Assistants shall not be Members. (* See Membership Policy Chapter 1, Section 1)

2.2. Community Center Facility

- 2.2.1. The operating hours of the Meeting Rooms, Fitness Room and CDD Office will be determined by the Board and posted. In addition to normal operating hours, special events may be scheduled.
- 2.2.2. The Meeting Rooms have a maximum capacity as determined by applicable government regulations. The Fitness Room has a maximum capacity as determined by applicable government regulations. These capacities will be posted in the Center and will be in accordance with the North Port Fire Marshall, Sarasota County, State of Florida, and additional regulations.
- 2.2.3. Smoking, chewing tobacco and use of illegal drugs is prohibited.
- 2.2.4. Bathing attire, cover-ups, bare feet and golf shoes are prohibited in the Center. Proper gym attire and fitness footwear is required in Fitness Room.
- 2.2.5. Solicitation, circulation or posting of non-CDD material is prohibited inside or outside the Center without the specific written permission of the Board.

2.3. Access to Community Center

- 2.3.1. Each member must complete and file an application before using the Center. A "Fitness Room Waiver & Release" form and/or medical authorization must be on file before the Fitness Room can be used (attached hereto as ???) by Members or Guests. Copies of all forms referenced herein are available in the CDD office. Members and guests are prohibited from giving access to any other individual. THE CDD HAS THE RIGHT TO SUSPEND INDIVIDUAL(S) ACCESS OF ANY INDIVIDUAL FOR NON-COMPLIANCE WITH CDD POLICIES. Individuals under suspension by the CDD may not rent or attend an event in the CDD facilities Center until such time as the suspension period has expired.
- 2.3.2. Members and Guests who bring children under the age of 15 to the Center are responsible for the actions of the children and for any damage caused by the children.
- 2.3.3. Animals trained to assist or aid disabled persons are allowed only when the animal is being used for this purpose or as otherwise allowed by law. All other animals are prohibited unless applicable law provides otherwise.

2.4. Events at Community Center

- 2.4.1. A calendar of events will be available at the CDD Office. The calendar represents a record of all events, activities and available free time. Only events on the calendar are permitted. All events must be approved by the Board or their designated representatives and proper forms must be submitted prior to approval. The Board or a Board-designated representative has authority to alter the calendar at any time. Additional liability insurance coverage may be required for certain events as determined by the District Manager or Board. The CDD is to be named on such coverage as an additional insured party.
- 2.4.2. CDD Board/Committee Meetings take precedence over any other activity.
- 2.4.3. Only a Member may schedule a Community Event and proper forms must be submitted prior to approval. Community Events must be open to all Members. Fees/deposits for use of the Center may apply.
- 2.4.4. Except as otherwise provided herein, only Members may schedule a Private Event and proper forms must be submitted prior to approval (See Appendix). All Private Events must be nonprofit and do not have to be open to all Members. Members may not schedule an event on behalf of a non-Member. Fees/deposits for use of the Center may apply.

2.4.5. At the discretion of the Board, use of the Center, or a specific portion of the Center, including the Fitness Room, may be considered for a Private Event to be scheduled by the owners of any of the commercial properties within the jurisdictional boundaries of the CDD. Any such event shall not exceed seven (7) days in duration and shall be for predominately charitable purposes. Any such event may be scheduled up to one (1) year in advance. Only one (1) such event shall be permissible per calendar year. Approval of any such event shall set forth the specific conditions regarding use of the Center, if any, by Members and their Guests, during such Private Event. Fees/deposits for use of the Center may apply.

2.4.6. Instructional Programs: These programs must be sponsored by a Member and open to all Members. Program leaders must complete all required forms (insurance, legal, physical – See Appendix) prior to program approval. Leaders may charge a nominal fee to defray expenses only, no profit. Fees/deposits for use of the Center may apply.

2.4.7. Decorations: All decorations must be approved by the Board and are limited to tabletop and wall decorations (push pin only). If food is served, tablecloths must be used on all tables. No smoke/fog machines or candles are permitted. Any other decoration requests must receive prior approval from the Board.

2.5. Catering/Kitchen/Food/Beverages

2.5.1. The kitchen may only be used in conjunction with an approved event. A "Kitchen Use Request" form (attached hereto as 2.6.7) must be submitted and approved. Fees/deposits for use of the kitchen may apply.

2.5.2. Food or beverage is allowed only in conjunction with an approved event and when proper forms are completed. Plastic water bottles/soft drinks are the only exception. Soft drinks are prohibited in the Fitness Center and only water bottles are allowed.

2.5.3. State Statutes govern the sale and dispensing of alcoholic beverages at any CDD facility. Alcoholic beverages may be consumed at Community or Private Events with prior approval by the CDD Board. "Insurance" and "Alcohol Registration" forms must be submitted and approved prior to the event. In all other circumstances, open or closed alcoholic beverages are prohibited.

2.6. Fees/Deposits/Behavior

2.6.1. Fees and deposits will be set and updated as needed by the Board (see Community Fee Schedule) and posted on the Bulletin Board.

2.6.2. The host of the event is responsible for set up and tear down, excluding the walls. Fees/deposits may apply. The host of the event is responsible to clean up trash. Only the Board or their designee may operate the audio-visual systems.

2.6.3. Members shall conduct themselves in an orderly fashion. Use of foul language, disruptive behavior and gestures are prohibited. Members are responsible for behavior of their Guests.

2.6.4. The CDD is not liable for damages, personal or otherwise.

2.6.5. Personal property must not be left unattended. The CDD is not responsible for lost, damaged or stolen personal property.

2.6.6. Members who cause damage or remove assets are responsible for the cost of replacement. Members are personally responsible for damage caused by their Guests. If damage exceeds security/cleaning deposits, those funds will be retained, and the host of the event will be billed for the balance of the damage costs.

2.7. Other Provisions

2.7.1. The Center furniture may not be borrowed or rented for use outside the Center without approval of the Board. Usage must be coordinated with the Community Center Supervisor and must be secondary to Community Center usage.

2.7.2. Illegal activities are prohibited. Gambling is prohibited at any function unless allowed under Florida Law.

2.8. EMERGENCY: Dial 911 or North Port Police at 429-7300, Ext. #1

2.9. Community Center Fee Schedule (refer to Operating Policy 4.2 Community Center Use Policy -- See Appendix)

2.9.1. This schedule reflects the fees for the use of the meeting room(s) and catering kitchen. Fees are due with the booking or at contract signing and are subject to additional applicable charges depending upon the event and usage. The Fitness Room cannot be rented unless otherwise provided for herein. Fees for bookings must be paid at least 30 days in advance. Space will not be held within the 30-day window without payment. There is a

returned check fee for any checks returned for any reason, including insufficient funds. The available rooms are booked on a first come first serve basis. Subject to applicable law, all fees are subject to periodic review, if required, and an annual review consistent with the annual CDD budgeting approval process or more frequently at the CDD Board's discretion.

2.9.2. Community Meetings: (Bobcat Trail HOA, Fairway HOA, Villa HOA, Bobcat Trail CDD). There is no use fee or cleaning/security deposit fees for Community Meetings that are booked for the Community Center calendar.

2.9.3. Monthly & Annual Meetings: An annual schedule is to be submitted to the CDD Office prior to January 1st of each calendar year.

2.9.4. Unscheduled Meetings: Any special Community Meeting can be accommodated provided the calendar reflects no prior commitment. These bookings are made on an as available basis.

2.9.5. Member-Sponsored Events

2.9.5.1. Special Events (suppers, holiday parties, etc.): No use fee will be charged if the event is member sponsored Member-sponsored and is open to all Members. If the event has restricted invitees, it falls within the Private Event category. There will be a use fee for events with alcohol (see attached Fee Schedule). There will be a refundable cleaning/security fee, which includes the catering kitchen and meeting room(s) provided the kitchen and meeting room(s) are returned to their original clean condition.

2.9.5.2. Member-Sponsored Activities Groups/Programs: Organized Member Groups: ladies lunch, garden club, organized game days/nights, and programs (fitness, dance, etc.) will not be charged a use or cleaning/security fee provided the room(s) are returned to their original condition. Coffee pots may be used. The host is responsible for cleaning of the pots after use.

2.9.5.3. Member Bereavement: This specific use will not be considered a Private Event. There will be no use fee for a current Member's bereavement function/memorial for a Member who lived in Bobcat Trail. There is a refundable cleaning/security fee, which includes the catering kitchen and meeting room(s) provided the room(s) and kitchen areas are returned to their original condition. Member bereavement functions are considered Private Events.

2.10. Pre-Event Set Up Access: Access for decorating, etc. can be arranged provided there is space available on the calendar and provided there is sufficient

time between an event on the calendar and must be approved by at least one CDD Board Member. There will be no fee for this accommodation.

- 2.11. Vacation of Premises: The room must be cleaned up and exited by 12:00 Midnight, unless approved in advance. If the Hosts fail host of the event fails to vacate the premises at their designated time, they may forfeit their deposit and may be forced to vacate.

3. Community Center – Fitness Room Use Policy

3.1. Fitness Room Overview

3.1.1. Except as otherwise provided for herein, the Bobcat Trail Community Center's Fitness Room is provided for the exclusive use of Members and under specific circumstances, their Guests. This policy communicates the Operating Policies of this Community the Center's Fitness Room amenity. Use of the Community Center Fitness Room is authorized by the CDD Board of Supervisors and is subject to the oversight of CDD Board designees. Disregard or violation of the District's CDD policies and rules and misuse or destruction of Fitness Room equipment may result in the suspension or termination of a Member's Center and/or Fitness Room CDD amenity privileges.

3.1.2. It is strongly recommended that before using the Fitness Room that users contact their physician and have the fitness program medically approved. Those individuals with any chronic health disorder or medical condition must not use the Fitness Room without consulting their physician. Users accept full risk of loss and responsibility for any impact on their health. All waivers, procedures, schedules, agreements and forms are available at the CDD Office.

3.2. Fitness Room Facility

3.2.1. The hours of operation will be determined, updated when needed, and posted by the CDD Board of Supervisors.

3.2.2. Individuals planning to use this facility the Fitness Room have the sole responsibility to consult their physician and have their program medically approved. Individuals with health or other chronic health disorders should not use the Fitness Room without consulting their physician prior to use. The Fitness Room is an unattended facility. Persons using the facility Fitness Room do so at their own risk.

3.2.3. Fitness shoes/sneakers and proper workout attire are required when using fitness equipment. No street shoes, golf shoes, or open-toed shoes are permitted.

3.3. Access to Fitness Room

- 3.3.1. Each Member who has completed a "Fitness Room Waiver & Release" (See Appendix) form can use the fitness facility Fitness Room.
- 3.3.2. Fitness Room access must be via the user's own personal key FOB fob (The fob will record facility Fitness Room authorized use). KEY FOBS CANNOT BE LOANED TO OTHER USERS. Failure to follow these policies will result in an unnecessary liability to the entire community and potential suspension of use of the Fitness Room or any other CDD community amenity.
- 3.3.3. Guests must complete the "Fitness Room Waiver & Release" (See Appendix) form to have Fitness Room privileges, even if only one time. Once identified as a Guest, and the Guest's "Fitness Room Waiver and Release" form is complete and processed, the Guest can obtain his/her own key FOB after paying a deposit by check in U.S. currency only, made payable to Bobcat Trail CDD. Fee will be returned when the FOB is returned to the CDD Office (see attached Fee Schedule).
- 3.3.4. Children between the ages of 15 and 17 must be trained on the equipment and have all applicable waivers (See Appendix) signed by a parent or guardian (who must be at least 18 years of age) to use the equipment without parental or guardian supervision. For safety and liability reasons, no children under the age of 15 are allowed in the Fitness Room.
- 3.3.5. At the discretion of the Board, others may use the Fitness Center once they have completed a "Fitness Room Waiver & Release" (See Appendix) form.

3.4. Use of Fitness Room

- 3.4.1. All fitness equipment must be used in accordance with the posted manufacturer's recommendations and guidelines. All equipment is used at one's own risk. The Community Center/CDD accepts no responsibility for injuries.
- 3.4.2. The activity calendar lists of special fitness related classes (yoga, Zumba, etc.). These classes will be held in the meeting room area and are subject to the completion of the same "Participant's Disclaimer Form" as other fitness activities.

- 3.4.3. Use of all cardiac equipment is limited to 30 minutes when another individual is waiting to use that particular piece of equipment.
- 3.4.4. Paper towels and cleaning fluids are provided. Users are to wipe down equipment after each use. It is also recommended that users should clean the equipment prior to use.
- 3.4.5. Users should bring and remove their own towels.
- 3.4.6. Last person is required to turn off all lights and fans and ensure all equipment is turned off.
- 3.4.7. Use of TVs must be followed under approved rules. Radios and CD players are not permitted unless they are personal units equipped with headphones. Users must be considerate of others when using a cell phone in the Fitness Room.
- 3.4.8. Pet animals (except for accepted service animals) are not permitted in the facility.

3.5. Liability

- 3.5.1. The Community Center/CDD is not liable for damages, improper equipment use, personal health issues, or other occurrence related to usage of the Fitness Room.
- 3.5.2. EMERGENCY: A telephone is located in the Fitness Room. In an emergency, call 911 or the North Port Police: 429-7300, Option #1.

3.6. Food & Beverages:

- 3.6.1. No food (including chewing gum) or beverage may be brought into the Fitness Room. Bottled water (in plastic bottles) is the only exception. The proper disposal of plastic bottle containers is required.
- 3.6.2. No glassware of any kind is permitted in the Fitness Facility.
- 3.6.3. Chewing gum and chewing tobacco are not permitted.



CHAPTER 3

FINANCE POLICIES & PROCEDURES

CHAPTER 3 FINANCE POLICIES & PROCEDURES

SECTION 1: Fiscal Budget Preparation Guidelines

This section covers the guidelines for preparing the annual CDD budget including the following:

- General Description of the Budget Process
- Schedule for Preparation and Review of Annual Budget
- Committee Budget Requests
- Budget Review and Tracking Procedure

1. General Description of the Budget Process

- 1.1. Each year, the Bobcat Trail CDD Board of Supervisors prepares an Annual Operating Budget that is meant to encompass all anticipated Revenues and Expenses that the Community Development District will incur in the forthcoming fiscal year.
- 1.2. The Budget is meant to be a guide to financial responsibility that allows the CDD to meet the obligations of the Community to insure proper administration, maintenance and protection of assets and provide for the future development of Bobcat Trail through various Capital Projects.
- 1.3. For each fiscal year, the Board would like to prepare the budget using a "Zero Base" approach. This means that each budget entity (cost center) should review its' requirement for the budget year and estimate the "actual" cost of the programs and expenses that it may be responsible for. While actual expenses incurred in the past may be useful in projecting forward what expense may be anticipated in the next year, the Zero-Base method will help to identify actual running expenses as well as Capital Project costs, without regard to what has occurred in the past. The Zero-Base approach will also assist the Board members to make decisions and set priorities to balance Expenses with Revenue.
- 1.4. Each year, the Bobcat Trail Board should prepare a 5 to 10-year Capital Improvement Plan prior to the budgeting process and should be reviewed on an annual basis.

- 1.5. Each budget entity (Cost Center) will be requested to prepare a detailed budget packet following the procedures outlined below. The Budget should include those expenses required by the various CDD Committees as well as expenses associated with non-committee requirements (i.e., work that falls outside the scope of an existing committee).

2. Schedule for Preparation and Review of Annual Budget

- 2.1. General Preparation Guidelines to be provided to Committees during the month of January each year.
- 2.2. Committees to submit proposed budget to the Finance Supervisor for consolidation and submission to CDD Board by March each year.
- 2.3. The Finance Supervisor presents the recommendations to the CDD Board in April each year.
- 2.4. CDD Board Approval of Proposed Budget for submission to Management by May 1, of each year.
- 2.5. CDD Board Approval of Final Budget for submission to Management by August 31 of each year for inclusion in reporting systems.

3. Committee Budget Requests

3.1. Budget Preparation Packet for use by CDD Committees

- 3.1.1. Each budget entity (Cost Center) will be requested to prepare budget using the "Project Budget Request Form" and Committee Annual Budget Request Form" (attached) in completing their budgets. These forms will assist Committees and Board to understand the details supporting funds being requested.
- 3.1.2. Copy of prior Fiscal Budget and Appropriate Cost Center Financial reports for the respective Cost Center shall be included in the packet.
- 3.1.3. Chart of Accounts shall be included in the packet.

3.2. Preparation Guidelines

- 3.2.1. Use a "Zero Base" approach to funds needed to operate the committee. While actual expense levels of the past may be a guide to needs of the

future, the Zero-Base method should help to determine realistic expenses levels that need to be considered.

- 3.2.1.1. It is important to provide sufficient detailed explanations of running expense requirements and a guide as to how these expenses may be incurred during the year.
- 3.2.1.2. Include costs associated with Capital Projects separately on Project Budget Request Forms to assist in identification and tracking of major project activities.
- 3.2.1.3. Prepare Budget Requests using the forms provided to ensure that all expense items are identified and included in the budget. Ensure that these forms are completed neatly and submitted to the appropriate entity for review and approval.
- 3.2.2. The Finance Supervisor will be available to assist with any questions regarding the preparation and classification of expense items.
- 4. Budget Review and Tracking Procedures
 - 4.1. Budget Review Procedure
 - 4.1.1. Completed Budgets should be reviewed with the appropriate Board Liaison and submitted to the Finance Supervisor for consolidation into the total budget.
 - 4.1.2. The Consolidated Budget will be submitted to the CDD Board for review and approval. CDD Board will notify each Committee of approved budget amounts.
 - 4.1.3. Once approved, the detailed Budget will be provided to Management Company to be included in the Financial Reporting System for the Fiscal Year beginning October 1 each year.
 - 4.2. Budget Tracking Procedure
 - 4.2.1. Management Company will provide the CDD Board and Committees with detailed Financial Reports that will indicate the approved budget for the appropriate period (monthly). Committees should provide the Finance Committee with a recommendation of how budgeted amounts should be allocated each month so that they can advise Management Company in setting the monthly budget amounts.

- 4.2.2. Actual expenses will be reported to the CDD Board monthly. Actual expenses will be compared to budgeted amounts to indicate variances that can be acted upon by Budget entities.
- 4.2.3. Any expenses or projects not included in the approved budget shall be considered as "Non- Budgeted" items and shall be documented and discussed with the Board Liaison to determine the process for handling the non-budgeted item.
- 4.2.4. Unexpended approved funds will be automatically moved to Unassigned Cash at the end of the Fiscal Year. These funds will be available in the next Fiscal Year as part of Unassigned Cash or can be assigned to the Reserve Account or a project.
- 4.2.5. The Board has the authority to allow unexpended funds to be moved from one line item or project to another. When the Annual Budget Amendment occurs in November, the official modification will be made.

SECTION 2: Purchasing Guidelines for Purchases Below Statutory Limits

1. Overview of Purchasing Guidelines

1.1. Introduction:

1.1.1. The operation of the District involves a diversity of skilled trades and professions that covers a multitude of functions and services. Board personnel are tasked to operate these functions as efficiently and economically as possible.

1.1.2. It is necessary that all personnel work together as a team to eliminate excess effort and waste for the efficient and effective operation of the District.

2. Need for Competition:

2.1. The District's Board of Supervisors recognizes that open and fair competition is a basic part of public procurement. This reduces the appearance and opportunity for favoritism and inspires public confidence that District contracts are awarded equitably and economically.

2.2. Complete openness and candor are important means of curbing any improprieties and establishing public confidence in the process by which commodities and services are procured. It is essential to the effective and ethical procurement of commodities and services, that the District use a system of uniform procedures in managing and procuring commodities and services.

2.3. Detailed records of District decisions in procurement must be maintained.

2.4. Strict adherence to specific ethical considerations by all District officers, employees and agents, and by the suppliers and contractors is required to maintain the confidence of the residents, the District, and the business community in the expenditure of District funds.

3. Specifications:

3.1. The term "specification" means any description of the physical or functional characteristics, or of the nature of the supply or service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

- 3.2. The specification is the basis for obtaining a commodity or service suitable for the District needs considering the total costs of ownership and operation as well as the initial purchase costs.
- 3.3. It is the policy of the District that specifications permit maximum practical competition consistent with this purpose. Specifications shall be drafted with the objective of clearly describing the Board's functional and/or performance requirements.
- 3.4. If a purchase is made without knowing the exact requirements of the Board, errors are common results. It is the responsibility of the Board to understand the needs and requirements.
- 3.5. Certain technological or standardized purchases may require participation from third parties in drafting the specifications. When developing specifications, accepted standards shall be used and unique requirements shall be avoided.
- 3.6. Specifications that list a Brand Name "Or Equal" description are intended to be descriptive and not restrictive, and to indicate the minimum quality and characteristics of the products that will be accepted. Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by the Board to fully meet or exceed the characteristics listed in the specifications.

4. Methods of Procurement

- 4.1. It is the policy of the CDD to procure competitive bids/quotes wherever possible in conformance with the Small Purchases procedure referenced below.
- 4.2. When it is determined by the District that the use of competitive bidding is either not practical or not advantageous to the District, a contract may be entered into by "Sole/Single Source Procurement".
- 4.3. Purchasing Requirements for Small Purchases
 - 4.3.1. Small Purchases Definition: A Small Purchase is defined as any purchase where the total value is below the statutory threshold limits (Refer to Chapter 1 RULES). The estimated value of the purchase determines what steps must be completed before a purchase can be made.
 - 4.3.2. Obtaining Quotes: In utilizing the Small Purchases Procedure, the following principles shall apply:

4.3.2.1. Award shall be made to the vendor providing the most value while meeting the needs of the District.

4.3.2.2. Requests shall not be divided to avoid the quoting process.

4.3.2.3. The following are the guidelines to be used for formal and informal quoting. Whenever possible:

4.3.2.3.1. Estimated Value \$1,000.00 or Less: This threshold requires a single quote and written documentation is required.

4.3.2.3.1.1. Appropriate use of the Purchase Card is encouraged for procurements of less than \$1,000.00 (See SubSection 4.5)

4.3.2.3.2. Estimated Value \$1,000.01 to \$2,500.00: This threshold requires a single quote. However, the individual should check the marketplace to ensure that the best value is being obtained. Written documentation as to vendor name and price quoted shall be retained in files with the Board.

4.3.2.3.3. Estimated Value \$2,500.01 to \$5,000.00: This threshold requires two (2) or more written quotes unless otherwise approved by the Board.

4.3.2.3.4. Estimated Value \$5,000.01 — up to Statute Minimum Limits: The Board shall solicit three (3) written quotes from vendors. All recommendations must be approved by the Board.

4.3.2.4. Emergency procurements are exempt from the provisions of this procedure. An explanation of the reasons for the declaration of an emergency shall be documented in the file. This provision shall be used only if there is imminent danger to the health, safety or welfare of the residents of the District or threat of deterioration of a critical service.

4.3.2.5. Good business judgment may dictate deviations from these policies and procedures. If this occurs, the reason(s) for the deviation shall be approved by the Board at a duly noticed meeting.

4.4. Purchasing Requirements for Sole / Single Source

4.4.1. Definitions:

4.4.1.1. Sole Source: The term "sole source" means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does NOT justify a sole source purchase if there is

more than one potential supplier for that item. Use of Brand Names and Model numbers does NOT constitute a sole source.

4.4.1.2. Single Source: The term "single source" means that a commodity can be purchased from multiple sources, but, to meet certain functional or performance requirements (repair parts, matching existing equipment or materials), there is only one economically feasible source for the purchase.

4.4.2. Sole/Single Source Procedures:

4.4.2.1. Purchases of goods and/or services from a sole/single source may exempted from the quoting or bidding requirements upon approval of the Board stating the purpose, need, and justification that this product or service is the only one that will produce the desired results. A letter or statement from a dealer, distributor or manufacturer will not be sufficient. The justification letter shall answer the following questions:

4.4.2.1.1. What is the purpose or need of this product or service?

4.4.2.1.2. What functional or performance specifications does this product or service have that others do not have?

4.4.2.1.3. Why was this product or service selected over all other products or services?

4.4.2.1.4. What other vendors' products/ services have been evaluated?

4.4.2.1.5. Specifically, why doesn't each of the other products or services meet the functional or performance requirements listed above?

4.4.2.1.6. Upon receiving justification request, the Board shall review and if the Board concurs that this is the only source for this purchase, shall approve the purchase.

4.4.2.2. A record of the sole/single source purchase shall be maintained as a public record and shall list the vendors name, amount, type of purchase, and purchase order number used to make the purchase.

4.4.2.3. Before renewal or extension of any such agreement, the Supervisor shall perform a market analysis and either solicits new proposals or process such request under the sole source procedures as outlined above.

4.5. Purchasing Card Process

- 4.5.1. The Board shall provide a CDD-issued credit card or bank account-related debit card for use by maintenance person, Board Supervisor of the Community Center and liaison to Community Maintenance for official CDD use only.
- 4.5.2. The employee and/or Board member must notify the Management Company immediately in the event a card is lost or stolen.
- 4.5.3. Charge limits may change from time to time.

SECTION 3: Bill Paying Policies and Procedures

This section covers the following financial policies and procedures:

- General Payment Policies
- Standard Payment Procedures
- Policies and Procedures for Payment Issues
- Procedures for Payment Issues
- Procedures for Financial Tracking
- Approvers and Policies

1. General Payment Policies

1.1. The following policies apply to all payments for Bobcat Trail CDD expenditures.

1.1.1. The CDD Board of Supervisors (the Board) approves all expenditures prior to vendor commitments.

1.1.2. The Board can approve a yearly budget for committees rather than approving individual expenditures.

1.1.3. The following documents are accepted for approval and payment:

- 1.1.3.1. Invoices for general budget expenses
- 1.1.3.2. Trustee requisitions/invoices for bond expenses
- 1.1.3.3. Cash receipts for expenses (see Check Request Form in Appendix)
- 1.1.3.4. Credit Card Receipts (see Credit Card Receipt Log in Appendix)
- 1.1.3.5. Payroll time tickets

1.1.4. The Board approves original documents for payment only after the satisfactory completion of contractual agreements.

1.1.5. The Board provides the Management Company with a current list of individuals and designated alternates responsible for payment approval (see approver list).

1.1.6. All contract/work agreements must include payment terms.

2. Standard Payment Procedures

2.1. Paying an Invoice from the General Budget. Use the following procedure for all expenditures from the General Budget.

2.1.1. The vendor sends the original documents to the following address:

C/O (Name of first approver)
 Bobcat Trail CDD
 1352 Bobcat Trail Boulevard
 North Port, Florida 34288
 Email: info@bobcatcdd.com

2.1.2. The Community Center Office Assistant collects mail and distributes documents to appropriate approvers.

2.1.3. The designated approvers review and approve/reject original documents for payment by doing one of the following:

2.1.3.1. Approve the document for payment, assign the account code, sign and date the document.

2.1.3.2. Reject the document, follow the Unapproved Documents procedure.

2.1.4. The designated Board Member sends a packet of approved original documents to the Management Company at least twice monthly.

2.1.4.1. A copy of the approved original invoice shall be filed at the CDD office and at Management Company office.

2.1.4.2. The approved original documents and a copy must be sent to the Management Company in a timely manner to ensure no late payments.

2.1.4.3. Documents without proper signatures are sent back to the Board for proper approval prior to payment.

2.2. Paying for Bond Related Expenditures: Use the following procedure for bond related expenditures.

2.2.1. Bond Expenditures / Requisitions

2.2.1.1. The Chairperson and Vice Chairperson will represent the Board at the bond closing and approve expenditures by signature on the bond documents.

2.2.1.2. Bond-related documents after any bond closing, are sent to the Bobcat Trail P.O. Box in care of the Chairperson. To pay the documents follow the Paying an Invoice from the General Budget procedure.

- 2.2.1.3. All bond expenditures are charged against the Bond Issuance account.

2.2.2. Principal/Interest Payments

- 2.2.2.1. The bond trust company makes the payment from the Debt Service Fund that is controlled by the Management Company.
- 2.2.2.2. The Management Company reports the transaction to the Board in the monthly CDD financial report and charges it against the appropriate account.

2.2.3. Bond Financed Capital Expenditures

- 2.2.3.1. Documents are sent to the Bobcat Trail CDD 1352 Bobcat Trail Blvd, North Port FL 34288 in care of the CDD Chairperson.
- 2.2.3.2. Chairperson sends requisition to engineering firm that prepares and approves the requisition.
- 2.2.3.3. Engineering firm sends approved requisition to the CDD Chairperson.
- 2.2.3.4. CDD Chairperson signs requisition upon approval of the board and sends it to the Management Company.
- 2.2.3.5. Management Company sends requisition to the bank for payment and charges the capital expenditure to the appropriate Bond Capital Project account.
- 2.2.3.6. Bank makes payment to invoice originator.

2.2.4. Bond Related Maintenance Expense

- 2.2.4.1. The Management Company receives an invoice and makes the payment.
- 2.2.4.2. The Management Company reports the transaction to the Board in the monthly CDD financial report and charges it against the appropriate account.

2.3. Purchasing Card Process

The Board shall provide a CDD-issued credit card or bank account-related debit card for use by maintenance person, Board Supervisor of the Community Center and liaison to Community Maintenance for official CDD use only.

2.3.1. Receipts

2.3.1.1. The employee and/or Board member must obtain a receipt for the purchase and include the proper budget account code on the receipt, together with purchaser's name. Receipts supporting credit/debit card usage must be scanned and sent by email to the District Accounting Office no less than once per week:

2.3.1.2. Violations of this policy may result in cancellation of the credit/debit card, formal reprimand and termination as follows:

2.3.1.2.1. First violation: Formal Reprimand and Termination of Usage Privileges for One Month

2.3.1.2.2. Second violation: Immediate Termination of Purchase Card Usage Privilege

2.3.2. Failure to follow these documentation requirements will result in the employee/Supervisor being required to reimburse the CDD for the charge.

2.3.3. The employee and/or Board member must notify the Management Company immediately in the event a card is lost or stolen.

2.3.4. Charge limits may change from time to time.

3. Policies for Payment Issues

3.1. The Board is responsible for managing all payment issues.

3.2. The Board will assign this responsibility to Management Company, committee chairperson or individual Board member.

3.3. The Board tracks all issues until problem closure.

3.4. The Board discusses all unresolved issues at each Board meeting.

3.5. Resolution time frames are governed by the specific circumstances of the issue. The target is to resolve the issue within 30 days of problem identification.

3.6. Target for payment/refund adjustments is 15 days after the resolution of the issue.

3.7. When necessary, issues are directed to the Board Chairperson for negotiation.

3.8. The Board approves all final resolution of issues.

3.9. All issues/resolution are documented by assigned person and filed with the Management Company.

4. Procedures for Payment Issues

4.1. Procedure for Incorrect Billing

4.1.1. Incorrect billings may be a result of the following: (a) Contractual issues, or (b) Bill received from a vendor without a contract/work agreement

4.1.2. If the original document is received from contracted vendor, follow the Unapproved Payments Procedure to resolve the issue.

4.1.3. If the Management Company is the approver of the original document, the Management Company will resolve and document the issue/resolution.

4.1.4. If an original document is received from a vendor without a contract/work agreement, the Board will assign a Board member to resolve and document the issue.

4.2. Procedure for Incorrect Payments

4.2.1. Incorrect payments may be the result of the following:

4.2.1.1. Unapproved original documents

4.2.1.2. Improperly approved documents

4.2.1.3. Error in the amount paid

4.2.2. It is the responsibility of the Management Company to resolve/document issues of incorrect payment and present to the Board.

4.2.3. The Management Company is responsible for credit/debit to the proper Bobcat Trail account.

4.3. Procedure for Late Payments

- 4.3.1. Late payments are determined by the vendor contract agreement or bill payment due date (i.e., utilities, phone, insurance, etc.)
- 4.3.2. The responsible party causing the late payment resolves late payment issues. (Board or Management Company)
- 4.3.3. The party responsible for causing the late payment pays late payment penalties.
- 4.3.4. All late payment issues are discussed at the Board meeting.
- 4.3.5. All associated processes are reviewed/changed by the process developer (i.e., Finance Committee) to eliminate recurring problems.

4.4. Procedure for Unapproved Payments

- 4.4.1. Unapproved/rejected documents may be a result of the following:
 - 4.4.1.1. Incorrect billing
 - 4.4.1.2. Unsatisfactory work completion
 - 4.4.1.3. Contract/work agreement issue
- 4.4.2. The first approver has prime responsibility to manage resolution of issue.
- 4.4.3. If necessary, the issue is escalated to the second approver and ultimately, the Board Chairperson.
- 4.4.4. The person resolving the issue documents the issue/resolution and presents to the Board.

5. Procedure for Tracking Open Financial Issues

- 5.1. All open financials will be tracked monthly at the Board meetings until issue is resolved.
- 5.2. The Board Finance Supervisor is assigned to track all open financial issues.
- 5.3. All open issues are reviewed at each Board meetings.

5.4. The Board decides escalation/additional actions if required.

5.5. The Board determines satisfactory closure of each issue.

5.6. New issues are added to the Open Finance Issue list at the discretion of the Board.

6. Approvers and Policies

6.1. Policies for Approvers

6.1.1. Specific approval requirements included in the Bill Paying Procedure are shown in the Bill Paying Approver List. This may be modified as necessary at the discretion of the Board.

6.1.2. The Board provides a payment approver list to the Management Company. The Board will review the list yearly or as required.

The Board may appoint the Management Company as the approver to expedite payments or to avoid late payments. Certain recurring expenses, such as Supervisor Fees, Utility Bills, city/state/federal taxes, Insurance and bond related expenses, may be paid directly by the Management Company following initial approval by the Board. The Board will review and update list yearly or as required. NOTE: The Management Company will not approve documents unless the Board designates them as the approver.

6.1.3. Payments over \$1000 require (a) The Board Chairperson's approval, AND (b) one additional Board signature. Refer to Bill Paying Approver List for detail information:

6.1.4. Any Board member has the authority to expend up to \$1,000 in the event of an emergency without the review and approval of other members of the Board. Such emergency expenditures must be reviewed and approved by the full Board at the next regularly scheduled monthly Board meeting.

6.1.5. Purchases made by Board members:

6.1.5.1. CDD Board member must generate an invoice for reimbursement.

6.1.5.2. For expenditures less than \$500, approval by ONE other Board member is required.

6.1.5.3. For expenditures greater than \$500 to \$999, approval by TWO other Board members is required.

6.1.5.4. Approvers should provide account code information whenever possible.

BOBCAT TRAIL CDD -- RULES POLICIES AND PROCEDURES

Bill Paying Approver List

Vendor Invoice	Suggested Approver	2nd Approver		Alternate Approver
		\$1000-	\$1000+	
Capital Improvement Projects w/ Eng. Firm	Lakes & Roads Supervisor	CDD Chairperson	CDD Chairperson	CDD Vice Chairperson
Capital Improvement Projects w/o Eng.	Lakes & Roads Supervisor		CDD Vice Chairperson	Finance Supervisor
Engineering Firm	CDD Chairperson or Designee		CDD Vice Chairperson	Finance Supervisor
Attorney	CDD Chairperson		CDD Vice Chairperson	Finance Supervisor
**Management Co.	CDD Chairperson		CDD Vice Chairperson	Finance Supervisor
Audit Firm	CDD Finance Supervisor		CDD Chairperson	CDD Vice Chairperson
Supervisor Fees	Management Co.			
Maintenance Personnel	Maintenance Supervisor	CDD Chairperson	CDD Chairperson	CDD Vice Chairperson
Utilities	Management Co.			
City/State/Federal	Management Co.			
Insurance	Management Co.			
All Others	CDD Chairperson		CDD Vice Chairperson	CDD Finance Supervisor
Bond Issuance	CDD Chairperson		CDD Vice Chairperson	CDD Finance Supervisor
Bond Related Principal/Interest	Management Co.			
Bond Financed Capital Projects	Engineering Firm	CDD Chairperson	CDD Chairperson	CDD Vice Chairperson
Bond Related Maintenance	Management Co.			

Appendix

Capital Project Request Form

Committee Name: _____ **CDD Supervisor Liaison:**

Project Name:

Project Chairperson:

Project Scope:

Line Item Budget Breakdown:
Costs

Approx.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total _____

THIS PROJECT NEEDS IMMEDIATE ATTENTION

This project is going out for bid(s). See attached Bid. Projected Completion Date _____

This project is going out for formal bid. Bid package is attached. Projected Completion Date ____

Comments: _____

Approved By: _____ **Date:**

Memorandum of Voting Conflict Page 1 (Form 8B)

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS	
LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

Memorandum of Voting Conflict Page 2 (Form 8B)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 _____:

(a) A measure came or will come before my agency which (check one)

- _____ inured to my special private gain or loss;
- _____ inured to the special gain or loss of my business associate, _____;
- _____ inured to the special gain or loss of my relative, _____;
- _____ inured to the special gain or loss of _____, by
whom I am retained; or
- _____ inured to the special gain or loss of _____, which
is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Check Request Form



CHECK REQUEST FORM

Date: _____

From: _____

District Name: _____

Please cut check from Acct. #: _____

Invoice #: _____

Please issue a check to: _____

Vendor Name: _____

Vendor No.: _____

Check amount: _____

Please code to: _____

Check Description/Reason: _____

Mailing instructions: _____

Manager's Approval: _____

Date: _____

Report Date: 11/29/2018

Prepared By:
InfraMark, LLC

[illegible]

Agreement for Reimbursement for Tree Removal

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT AGREEMENT FOR REIMBURSEMENT FOR TREE REMOVAL

This Agreement is made on this ____ day of _____, 20____, between Bobcat Trail Community Development District (hereinafter referred to as "District"), and _____, (hereinafter, individually or collectively referred to as "Property Owner").

The District and Property Owner hereby agree as follows:

1. Property Owner submitted a written request to the District regarding the removal of a tree located on District property (hereinafter, "Request"). The Request alleged a health, safety, or welfare concern to the Property Owner and/or the public due to the subject tree. A copy of the Request is attached hereto as Exhibit "A."
2. Subject to the Property Owner and District entering in to this Agreement, the District's Board of Supervisors approved the Request at its _____, 20____, Board of Supervisors meeting.
3. _____ (hereinafter, the "Contractor"), has prepared a written proposal for the tree removal in accordance with the Request (hereinafter, "Proposal"). A copy of the Proposal is attached hereto as Exhibit "B."
4. The Property Owner has voluntarily agreed to reimburse the District for its expenses associated with the removal of the District's tree; therefore, in accordance with the estimate in the Proposal, Property Owner has provided a check in the amount of \$_____ payable to the District at the time of executing this Agreement.
5. The District will have the tree removed by the Contractor, as additional work under the District's _____, 20____, Agreement with the Contractor, subject to the terms and conditions thereof, and compensate the Contractor accordingly.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last written below.

PROPERTY OWNER

Date: _____

Date: _____

DISTRICT


BOBCAT TRAIL COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Its: _____

Date: _____

Resident Registration Form (Envera)



ENVERA
NEXT GENERATION SECURITY

Resident Registration Form

☐ New ☐ Update ☐ Delete

Community Name: _____

Owner / Tenant Name: _____ ☐ Owner ☐ Tenant

Owner / Tenant Name: _____ ☐ Owner ☐ Tenant

Rental Term: _____ Start Date: _____ End Date: _____

Primary Phone: _____ Alternate Phone: _____

Community Street Address: _____

Email Address: _____

Vehicle Information:

Make	Model	State	Plate Number

Gated Communities with an Envera Virtual Gate Guard Kiosk:

Once your form has been processed, a MyEnvera account will be created for you. Your username and password will then be emailed (if provided) or mailed to you. It is required for you to access your account online at www.myenvera.com or through our Smartphone App (available on both Android and iPhone). The Help section will explain the essentials of the system and how you may interact with it. In addition to MyEnvera, you may also schedule guests over the phone by calling Customer Service at (877) 936-8372.

With the information below, Envera will enter your initial visitor list for you, or you may enter it on your own on your MyEnvera account. This list should be used for any and all relatives, house guests or service providers that you expect on a regular basis. Please provide a first & last name or company name in the spaces below.

Permanent Visitor/Vendor List:

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us.

The information above will remain confidential and will be used solely for the purpose stated. It is the responsibility of the resident to keep the above information current. Please advise us with any changes, additions or deletions by logging on to your account at www.myenvera.com, or by calling our office (877) 936-8372, by fax (941) 556-0737, or by emailing customerservice@enverasystems.com.

FOR ENVERA USE ONLY: Credential Type: (F)ob (S)ticker (C)ard (MT)Metal Tag

#1 () #2 () #3 () #4 ()

FL License # EF20000787
Page 1 of 1

BOBCAT TRAIL CDD -- RULES POLICIES AND PROCEDURES

Property Owner Access Waiver

Bobcat Trail Community Development District
Community Center
1352 Bobcat Trail Boulevard
North Port, Florida 34288

PROPERTY OWNER ACCESS WAIVER

Property owners who rent their Bobcat Trail properties are required to register with the CDD Office. Sign the "Property Owner Access Waiver" form and forward a copy of the lease (monetary information can be redacted) to the CDD Office if they intend to relinquish their access to Community Center and other CDD amenities to their tenant(s). This access must be in writing (this form completed and signed) or the CDD will not grant access and issue a key FOB to the tenant. As this procedure is new with the construction of the Community Center, the CDD is asking all property owners to submit the required paperwork for existing rental properties by _____. Thereafter, this procedure must be followed for all new tenants. If the completed paperwork is not provided, tenants will not receive access devices and will not be permitted to use the Community Center or other CDD amenities. Once paperwork has been submitted to the CDD Office and recorded, the tenant can then register with the CDD Office to receive access.

Once the tenant has terminated their lease with the owner, the Community Center should be contacted immediately and the owner can once again resume access of the Community Center and CDD amenities. Unless notified to the contrary, the date of lease termination will be used for the termination of access to the Community Center and related amenities for the former tenant.

To provide access to your tenant, please make sure to first register with the CDD Office and then complete the following:

I/we, _____ and _____ - as legal
Please print name Please print name

Property owners of _____ Tel. #: (____) ____ - ____

Agree to relinquish all access rights to the Community Center and CDD amenities during the time the above property is being leased by: _____
Print tenant name(s)

Date lease becomes effective: ____ / ____ / ____ Date lease expires: ____ / ____ / ____

Term of lease: (circle one) 30 days ____ months annual

_____/_____/_____
Signature of Property Owner Date Signature of Property Owner Date

Copy of Lease Received: ____/____/____

January 2010

Property Owner Access Waiver

Bobcat Trail CDD

BOBCAT TRAIL CDD -- RULES POLICIES AND PROCEDURES

Personal Key Fob Application

Bobcat Trail Community Development District

PERSONAL KEY FOB APPLICATION



In order to receive your personal key fobs for use at the access controlled doors of the new Bobcat Trail Community Center, please, submit this completed form to Bobcat Trail CDD Management.

OWNER'S NAME(S) _____

Bobcat Trail Address:

Street _____

Primary Phone _____

Secondary Phone _____

☐ It is my permanent mailing address.

Permanent Mailing Address: (if other than Bobcat Trail)

Street _____

City _____

State _____

Zip _____

Personal Key Fobs

Up to 2 personal key fobs for use at access controlled pedestrian doors are available per residence at no cost. Please provide the names of the residents of your unit that will carry these key fobs.

Name	Completed by Mgmt
Key Fob 1	Code
Key Fob 2	Code

Additional personal key fobs are available at an additional cost of \$25 each.

Issuance of any additional key fobs per residence is subject to Bobcat Trail CDD approval.

To apply for additional key fobs complete the reverse side of this form.

Please help prevent abuse or damage to our community's amenities by responsible use of your personal key fob. Do not loan your fob to others and immediately report lost or stolen fobs to Bobcat Trail CDD Management.

Signature _____ Date _____

BOBCAT TRAIL CDD -- RULES POLICIES AND PROCEDURES

Fitness Room Waiver & Release Form

Bobcat Trail Community Development District
 Community Center
 1352 Bobcat Trail Boulevard
 North Port, Florida 34288

FITNESS ROOM WAIVER & RELEASE FORM
 (To be completed by individual age 18 and above)

Use of the Bobcat Trail Community Center's Fitness Room will require your signature of this Fitness Room Waiver and Release form prior to gaining access and using the Fitness Room equipment. Each resident (living in the household) or social member must execute this form.

You agree that if you engage in any physical exercise or activity, or use any Fitness Room amenity, you do so entirely at your own risk and you assume all risks of injury, illness and damage or loss by theft of any personal property. You expressly agree to release and discharge the CDD and its officers, supervisors, employees, agents and independent contractors (collectively "the CDD") from all injuries to you which may occur, regardless of negligence, as a result of (a) your use of any exercise equipment or products of the Community Center amenities, (b) sudden and unforeseen malfunctioning of any equipment, (c) any signage or instructions posted or on the equipment denoting proper use, (d) your slipping and/or falling while in the Fitness Room, or on the Community Center's premises, including adjacent sidewalks and parking areas.

You acknowledge that the facilities are provided as an amenity for resident and social members, and that you have carefully read this waiver and release and fully understand that it is a release of liability and that you are of the age of 18 or older and are executing this document freely and voluntarily with the requisite competency. You agree to voluntarily waive any rights that you may otherwise have to bring a legal action against the CDD for negligence, or any other personal injury, property damage, loss or action as a result of your usage of the Community Center's Fitness Room facilities and/or participation at a Community Center Fitness Room event.

_____	_____	____/____/____
Print Name	Signature	Date
_____	() _____	_____
Bobcat Trail Street Address	Tel. #	Received By (CDD)
[] Address and Age Verified (_____)		Method: Driver's License, or?

Independent Contractor Agreement – Instructor Services

Independent Contractor Agreement:

This agreement is for services pertaining to the Bobcat Trail Community Center by Instructor [REDACTED]

The services that will be provided to the residents will be classes on [REDACTED]

Services to be performed:

Educate members on proper technique and conduct classes.

To gather "resident's waiver form", prior to services to be held on record at the office of Bobcat Trail Community Centers' office.

The relationship between [REDACTED] and Bobcat Trail Community Center is a Independent Contractor and not an employer-employee relationship.

Any problems that arise shall be reported to the Activity Representative or the Board of Supervisor's Liaison.

All payments for services will be made directly from the residents to the Instructor.

The Instructor while performing any services within Bobcat Trail Community Center will carry liability insurance relative to any service that she performs.

I herewith agree to indemnify and forever hold harmless the CDD, its officers, supervisors, employee, and agents from any action related to or in any way arising from my training and/or conducting all classes within Bobcat Trail's Community Center.

Signature: _____ Date: _____

Print Last Name _____ Print First Name: _____

Address: _____

Bobcat Trail Community Center

By: _____

Its: _____ Date: _____

(Title or position)

Exercise Class Participant's Disclaimer

NOTE: As with any new physical activity, it is strongly recommended that each participant check with his/her physician BEFORE STARTING THIS OR ANY program of this type.

(Name of Class) PARTICIPANT'S DISCLAIMER

Please read the following and sign below indicating acceptance of this Disclaimer.

I recognize that this or any form of exercise carries some risk to the musculoskeletal system (sprains, strains) and the cardio respiratory system (dizziness, discomfort in breathing).

I hereby certify that I know of no medical problems, that will increase my risk of illness and/or injury as a result of participation in a regular exercise program.

I agree that the (Name of Class) classes held at the Bobcat Trail Community Center by (Instructors Name), or any other substitute or succeeding instructor shall be undertaken at my own risk. I agree to use all of the facilities provided by Bobcat Trail Community Center in a responsible manner, and I understand that my participation will be terminated at any time if I do not abide by the policies and rules.

I herewith agree to indemnify and forever hold harmless the CDD, its officers, supervisors, employee, agents and independent contractors from any action related to or in any way arising from my participation in Silver Sneakers classes or my use of the facilities at the Bobcat Trail Community Center.

Participant's Signature _____ Date _____

Print Last Name _____ Print First Name _____

Address _____ North Port, FL 34288

Home Phone Number _____

List Known Physical Limitations _____

Witness _____

BOBCAT TRAIL CDD -- RULES POLICIES AND PROCEDURES

Community Center Room Request

COMMUNITY CENTER ROOM REQUEST

Date(s) requested _____ Time requested _____

Person in charge _____ Phone _____

Cell Phone _____

Name/type of group _____ e-mail _____

Number of People attending _____ Private Event or Bobcat Residents' Public Event (circle)

Rooms Requested _____ Tables/Chairs set up _____

Will a caterer be used? Yes or No (circle) If yes, provide info and copy of insurance.

Name of caterer and info:

KITCHEN USE: This is a catering kitchen only. Ovens are available for reheating precooked food, not for the actual cooking of food. Carafes should be used for transporting liquids from the kitchen to tables and are available in the kitchen. Table covers in the dining area must be used with food/drinks at the users expense.

	(circle)	
Refrigerator	Yes or No	12 cup Coffee Pots (2) Yes or No
Freezer	Yes or No	20 - 50 cup Coffee Pot Yes or No
Microwave	Yes or No	Other _____
Warming Ovens	Yes or No	_____

RESTRICTIONS:

Liquor of any kind is NOT permitted in the building unless a liquor insurance policy is provided.

Liquor Insurance purchased Yes or No Amount received _____

Candles or other types of open flames are NOT permitted in the Community Center.

Gambling is NOT permitted in the Community Center or on property owned by the CDD.

Golf shoes are NOT permitted in the Community Center and appropriate dress is required.

Rooms are to be left as they were when the user/requester arrived. Users are responsible for all clean up. Cleaning supplies are provided in the kitchen. Please do not place liquids in the trash. Dispose of liquids in the kitchen sink. All trash should be placed in a tied trash bag and disposed of in the cans located in the white enclosed area near the side door next to the office.

Requested by: _____ Date: _____

Approved by: _____ (OFFICE USE) Date: _____

Charge for Use of Community Center: _____

Amount of Deposit: _____ Amount Received: _____ Date: _____

BOBCAT TRAIL CDD -- RULES POLICIES AND PROCEDURES

TULIP Event Insurance Application

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT
TULIP EVENT APPLICATIONPOLICY # MP0009006000789
CARRIER: MONTPELIER1. Tenant name: _____
2. Tennant address: _____

3. Event-activity (must include a 2 line description): _____

Date of Event: _____

4. Location for event to be held: _____

5. Estimated number of people in attendance (check only one-if event less than 4 days,
Check total number of people expected for entire event):

- ☐ 1 TO 100 D) ☐ 1,501 TO 3,000 G) ☐ OVER 10,001
☐ 101 TO 500 E) ☐ 3,001 TO 5,000
☐ 501 TO 1,500 F) ☐ 5,001 TO 10,000

 6. HAZARD CLASS: _____ CLASS I (LOW HAZARD)
 _____ CLASS II (MEDICM RISK)
 _____ CLASS III (HIGH RISK)
 _____ CLASS IV (SUBMIT FOR APPROVAL)

 7. List any additional insured(s) to be included: (per event-subject to approval):
 Must have insurable interest to consider: _____

 8. Will any food or drinks be sold and/or served? _____
 If yes, what? _____
 Vendor name _____
 Certificate verified? _____

THE APPLICATION HEREBY DECLARES THAT THE ABOVE STATEMENT(S) AND REPRESENTATION(S) ARE TRUE AND CORRECT AND THAT NO FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE COMPLETION OF THIS APPLICATION DOES NOT BIND THE COMPANY TO SELL NOT THE APPLICANT TO PURCHASE INSURANCE. THIS APPLICATION WILL BE MADE PART OF THE POLICY IF ISSUED.

 TENANTS SIGNATURE: _____
 TITLE _____ DATE: _____

This application does not confirm coverage. An approved certificate must be received prior to the event for coverage to apply.

BOBCAT TRAIL CDD -- RULES POLICIES AND PROCEDURES

Vehicle Stickers	\$10 each	First-time residents receive 2 free stickers
FOBS	\$25 each	First-time residents receive 2 free FOBS
Community Center Room Rental-Members	\$100 for 4 hours plus \$50 cleaning deposit	Member's Private Events
Community Center Room Rental-Non-Members	\$400 for 4 hours plus \$100 cleaning deposit	
TULIP Insurance	\$100 up to 100 people	

Sixth Order of Business

6B.

ADDENDUM TO AGREEMENT

This ADDENDUM TO AGREEMENT (“Addendum”) is dated as of the 18th day of November, 2021, by and between the Bobcat Trail Community Development District (“DISTRICT”) and SOLitude Lake Management, LLC (“CONTRACTOR”). (DISTRICT and CONTRACTOR being collectively referred to herein as the “Parties”).

WHEREAS, the Parties are also executing a proposal dated November 18, 2021, for certain lake maintenance related services (hereinafter referred to as the “Agreement”); and

WHEREAS, the DISTRICT is a “public agency” pursuant to Section 119.0701(1)(b), Florida Statutes, and Chapter 119, Florida Statutes, provides for certain contract requirements related to public records in certain public agency contracts for services; and

WHEREAS, the DISTRICT has certain insurance requirements for contractors the DISTRICT contracts with to provide the services set forth in the Agreement; and

WHEREAS, the DISTRICT and CONTRACTOR are subject to the requirements of Section 448.095, Florida Statutes, related to registration and use of the E-Verify system; and

WHEREAS, the DISTRICT and CONTRACTOR wish to simultaneously enter into this Addendum to Agreement to address these and other contractual provisions the Parties intend to have made part of the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. CONTRACTOR agrees to comply with Florida’s public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the DISTRICT in order to perform the services under the Agreement by doing the following: upon the request of the DISTRICT’s Custodian of Public Records, providing the DISTRICT with copies of or access to public records on the same terms and conditions that the DISTRICT would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and upon completion of the Agreement by transferring, at no cost, to the DISTRICT all public records in possession of the CONTRACTOR or by keeping and maintaining all public records required by the DISTRICT to perform the services. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT,

upon request from the DISTRICT's Custodian of Public Records, in a format that is compatible with the information technology systems of the DISTRICT.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, AT INFRAMARK INFRASTRUCTURE MANAGEMENT SERVICES 210 N. UNIVERSITY DRIVE SUITE 702 CORAL SPRINGS, FL 33071, 954-603-0033, OR SANDRA.DEMARCO@INFRAMARK.COM.

2. CONTRACTOR or any subcontractor performing the work described in the Agreement shall maintain throughout the term of the Agreement the following insurance:

(a) Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the CONTRACTOR who are to provide a service under the Agreement, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(b) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability. The General Liability policy evidenced herein is to be primary and non-contributory to other insurance available to the DISTRICT.

(c) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the CONTRACTOR of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

Prior to the commencement of any work, the DISTRICT, its officers, staff, representatives, consultants, agents and supervisors shall be named as an additional insured in accordance with policy provisions on all policies required (excluding worker's compensation). CONTRACTOR shall furnish the DISTRICT with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the DISTRICT unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall be effective without thirty (30) days of prior written notice to the DISTRICT. Insurance coverage shall be from a reputable insurance carrier acceptable

to DISTRICT, who is licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the CONTRACTOR fails to have secured and maintained the required insurance, DISTRICT has the right (without any obligation to do so, however), to secure such required insurance in which event, the CONTRACTOR shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the DISTRICT's obtaining the required insurance. The procuring of required policies of insurance shall not be construed to limit the CONTRACTOR's liability.

3. CONTRACTOR and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. CONTRACTOR agrees and acknowledges that the DISTRICT is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the DISTRICT has a good faith belief that CONTRACTOR has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the DISTRICT shall terminate the Agreement. If the DISTRICT has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the DISTRICT shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor. CONTRACTOR shall be liable for any additional costs incurred by the DISTRICT as a result of the termination of the Agreement based on CONTRACTOR's failure to comply with the E-Verify requirements referenced herein.

4. Neither the DISTRICT nor the CONTRACTOR may assign the Agreement without the prior written approval of the other.

5. The Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

6. In the event of litigation arising out of either party's obligations under the Agreement, sole and exclusive venue shall exist in Sarasota County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees as well as fees and costs incurred in proceedings to determine entitlement to and reasonableness of such fees and costs.

7. Payment will be made within thirty (30) days after work has been accepted and properly invoiced.

8. District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience,

with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets District may have against Contractor.

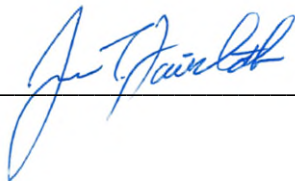
9. All other provisions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective duly authorized officers as of the date first above written.

DISTRICT:

BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT

By: _____



CONTRACTOR:

SOLITUDE LAKE MANAGEMENT, LLC

By: _____

6C.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for
Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.