

**BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

MAY 19, 2022

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

May 12, 2022

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, May 19, 2022 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 (Page 5)**
- 3. Public Comment (3) Minute Time Limit**
- 4. Approval of the Consent Agenda**
 - A. April 21, 2022 CDD Minutes **(Page 9)**
 - B. April 30, 2022 Financial Report and Payment Register **(Page 21)**
 - C. May 3, 2022 Infrastructure/Asset Management Committee Minutes **(Page 49)**
 - D. Barrier Arm Purchase Approval
 - E. Commercial Irrigation Repair Authorization Ratification **(Page 52)**
- 5. Old Business**
 - A. Rules Policies and Procedures Final Discussion **(Page 55)**
 - B. Information to Qualify for a CDD Board Seat **(Page 179)**
 - C. Consideration of Proposals for the Phase 3 Road Paving Project **(Page 182)**
- 6. New Business**
 - A. Resident Concerns
 - B. Pool Power Proposal **(Page 248)**
 - C. Pool House Update Estimates
 - D. Remote Meeting Options Discussion

7. **Manager's Report**
 - A. Follow Up Items
 - B. Report on Number of Registered Voters (794) **(Page 251)**
 - C. Discussion of Draft Spending Resolution **(Page 253)**
 - D. Distribution of the Proposed Budget for Fiscal Year 2023 **(Page 256)** and Consideration of Resolution 2022-05 Approving the Budget and Setting the Public Hearing **(Page 276)** **(A revised Budget will be published under separate cover.)**
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
 - i. SOLitude Lake Management 4/22/22 Waterway Inspection Report **(Page 279)**
 - 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

Second Order of Business

**Bobcat Trail Community Development District
Board of Supervisors**

Agenda Page 5

- ☐ Paul Fisher, Chairman
- ☐ Janet Guyer, Vice Chairperson
- ☐ Jeffrey Brall, Assistant Secretary
- ☐ Robert Etherton, Assistant Secretary
- ☐ Richard Burke, Assistant Secretary

- ☐ Justin Faircloth, District Manager
- ☐ David Jackson, District Counsel
- ☐ Robert Dvorak, District Engineer

Agenda for Regular Meeting

Thursday, May 19, 2022 – 3:00 p.m.

Call-In #: 646-838-1601

Phone Conference ID: 951 092 195#

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- 8. Engineer's Report**
- 9. Attorney's Report**
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 - B. Landscape Committee
 - C. Newsletter Supervisor
 - D. Finance Supervisor
 - E. Golf Liaison
 - F. Lakes and Roads Supervisor
 - i. SOLitude Lake Management 4/22/22 Waterway Inspection Report

- G. Maintenance Supervisor
- H. Facilities Supervisor
- I. HOA Updates
- J. Commercial Properties

11. Public Comment (3) Minute Time Limit

12. Adjournment

The next CDD Meeting has been rescheduled from Thursday, June 16, 2022 to June 23, 2022 at 3:00 p.m.

The Board requests those wishing to speak come forward and speak directly to the Board so that all items can be clearly heard.

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, April 21, 2022 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:

Janet Guyer	Vice Chairperson
Jeffrey Brall	Assistant Secretary
Robert Etherton	Assistant Secretary
Richard Burke	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.

SECOND ORDER OF BUSINESS **Approval of Agenda**

Mr. Faircloth presented the agenda for the meeting and requested the following addition:

- Under *Attorney's Report*, add *Discussion of Email*.

There being no further additions, corrections or deletions,

On MOTION by Mr. Brall, seconded by Mr. Burke, with all in favor, the Agenda was approved as amended.

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

- A resident inquired about the Board's fiduciary duty to the community.

- A resident discussed parking and the golf course. Mr. Faircloth indicated this is part of the item under the Attorney's Report.
- Mr. Bob Wilcox of 2336 Silver Palm indicated the golf course is a major issue for some residents. He is against the virtual gate.
- A resident inquired about the pool.
- A resident commented better audio is needed for the CDD meetings.

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

- A. March 17, 2022 CDD Minutes**
- B. March 31, 2022 Financial Report and Payment Register**
- C. February 10, 2022 Landscape Committee Minutes**
- D. April 5, 2022 Infrastructure/Asset Management Committee Minutes**

Mr. Faircloth requested any additions, corrections or deletions to the items listed under the Consent Agenda.

There being none,

On MOTION by Mr. Burke, seconded by Ms. Guyer, with all in favor, the Consent Agenda was approved as presented.

FIFTH ORDER OF BUSINESS**Old Business**

- A. Rules & Procedures Update**
 - i. Purchase Options Between CDD Meetings**
- The new Board members were given the Rules & Procedures update.
- Although the community is open to the public, they cannot use the District's facilities without paying a fee.
- Some of the items with strikeouts need to be included in the Rules & Procedures to ensure the current policies remain in place.
- Mr. Faircloth noted a Public Hearing for rulemaking would be required to amend the Rules & Procedures if changes to fees are involved.
- If the rules were changed regarding expenditures certain items under certain dollar amounts would not require the Board to solicit bids using the public bidding process, as was done with the roads.
- The Rules presently allow each Supervisor a \$1,000 spending authorization without Board approval.

- Mr. Faircloth recommends the Board consider a Spending Resolution, which authorizes the Chairman, in conjunction with the District Manager, to spend a certain amount of money to get work done between meetings. Stipulations can be placed such as the funds must be budgeted. Emergency situations can be acted upon either without meeting as a Board or holding an emergency meeting.
- Credit card limits were addressed. Ms. Guyer would like this item reviewed.
- The Board considered increasing spending limits for the Chairman and District Manager.
- The Board would like to change some Rules & Procedures. The primary change would be to coordinate with the HOA regarding sidewalks, as discussed at the last I/A Meeting.
- The Board would like to review the changes to Rules & Procedures one more time at the I/A and CDD Meetings prior to submitting to the District Attorney.

B. Pool Pump Discussion**SIXTH ORDER OF BUSINESS****New Business****D. Pool Electrical Discussion**

- A new pump was installed. Power was lost at the pool. The power for the pool is diverted through the Golf Course clubhouse. No one was aware of this, and the clubhouse lost power, which caused the pool to lose power.
- FP&L pulled the meter, and noticed the bill was not paid. The meter was reinstalled once the bill was paid.
- Currently, the pool does not have power.
- Staff is investigating getting its own power. Finalization of the permitting process may take eight to 10 weeks. The concrete and black top will have to be cut through.
- Mr. Faircloth spoke to Mr. Fisher on Monday, who told him the breaker tripped, and that is the reason power was lost to the pool. No work has been done on the pool. The breakers are located inside the Golf Course clubhouse.
- The contractor took measurements to obtain the power from the transformer across from the building. A line is going to have to be ran. All power in the pool area currently comes from the Golf Course clubhouse.
- The original developer, KEB, built the clubhouse and pool. Therefore, that is the reason the power is coming from the clubhouse.

- The electrician will have to create a design to be presented to FP&L.
- Mr. Faircloth noted Mr. Jackson had recommended the Board work expeditiously to obtain the District's own power source.
- Mr. Faircloth recommended getting a second opinion for the electrical work.
- According to the Rules & Procedures, the Board must obtain three bids for the work.
- The Board discussed the possibility of a generator for the pool until the work is done. A commercial-grade generator costs approximately \$750 per month to rent.
- There continues to be access to the Villa pool in the meantime. The schedule is noon to dusk, Monday through Saturday.

On MOTION by Ms. Guyer, seconded by Mr. Brall, with all in favor, the Board was authorized to obtain quotes for rental of a generator in an amount not to exceed \$10,000, to be installed temporarily to provide power to the pool and pool house in a timeframe not to exceed six months.

- Mr. Faircloth reminded the Board they cannot communicate between meetings with regards to this or any other items coming before the Board. Mr. Faircloth suggested Board members send quotes to him, and he will forward them to Mr. Brall to compile. The Board concurred with this suggestion.

SIXTH ORDER OF BUSINESS

New Business (Continued)

A. Resident Concerns

- Residents, generally, would like the pool to re-open.

B. Discussion of New Road Signs

- There are monuments in states of disrepair.
- Some Stop Signs and Speed Limit Signs will be replaced.
- Monument signs will be repaired by Mr. Ditterline.

C. Pump House Repair Funding

E. Bobcat Trail Well Co-Operation Agreement Expense Discussion

F. Well & Pump House Expense Compilation

- Mr. Brall presented a map of the pump house area and discussed.
- The pump house and equipment are over 25 years old. It is almost certain to need repairs. The equipment also has not been maintained.

- 144 • The computer which operates the system is outdated and is no longer being sold.
- 145 • The District may have to wait between four and six months to receive new
- 146 equipment.
- 147 • Replacement will cost approximately \$80,000. A contract estimate from Metro PSI
- 148 was received.
- 149 • Mr. Faircloth discussed this with Mr. Jackson. The current pump house is not
- 150 owned by the CDD. He advised the Board may or may not be able to recoup
- 151 expenses for this since it is not owned by the CDD.
- 152 • Mr. Faircloth discussed the conversations between Mr. Rich Smith and Mr. Fisher.
- 153 The golf course would be satisfied if the CDD paid back \$200,000 instead of the
- 154 full \$750,000 claim. Mr. Smith would like the issue rectified at this meeting, as he
- 155 has threatened legal action. Mr. Jackson advised in his email that it would be
- 156 difficult for the Board to decide presently, as no documentation for the demands
- 157 has been presented. Mr. Jackson recommended the District obtain power for the
- 158 pool, which was approved earlier in the meeting.
- 159 • Mr. Faircloth does not believe the Board should have to decide at this meeting.
- 160 • Mr. Jackson and Mr. Faircloth do not recommend removing the injunction.
- 161 • A lengthy discussion ensued.
- 162 • There are leaks on the golf course, and the District previously offered to make
- 163 repairs.
- 164 • A geyser issue was recently resolved, with the golf course's permission, as
- 165 documented in an email.
- 166 • Discussion continued.
- 167 • Bids are needed for the pump house. Mr. Brall will be responsible for obtaining
- 168 the bids.
- 169 **D. Pool Electrical Discussion (Continued)**
- 170 • Staff will investigate the use of a generator as a temporary solution for power to the
- 171 pool.
- 172 **E. Bobcat Trail Well Co-Operation Agreement Expense Discussion (Continued)**
- 173 • Any invoices associated with this agreement must be paid within 60 days.
- 174 • This agreement will remain even if there is a new golf course owner.

- The agreement was discussed further with regards to the pump house. Mr. Burke believes this agreement needs to be clarified by the attorney, as there are contradictions.

- A lengthy discussion ensued.

F. Well & Pump House Expense Compilation (Continued)

- This item was included to determine costs to get this system up and running. The Board and attorney are not in favor of giving up the injunction. This item was tabled.

SEVENTH ORDER OF BUSINESS

Manager's Report

A. Follow Up Items

i. SOLitude Contract Update

- They requested a 3% increase. They offered to delay this increase to October, at which time it would increase to 5%.
- Mr. Faircloth noted the negotiated contract accepts the 3% increase now and ask deletes an automatic 3% increase each year.
- The next potential increase would be October 1, 2023.
- Mr. Faircloth commented that SOLitude had stopped maintaining the littoral shelf some time ago, but that this is part of the contract and should be done at no additional cost.

On MOTION by Ms. Guyer, seconded by Mr. Burke, with all in favor, the new SOLitude Lake Management contract was approved.

B. Acceptance of the Fiscal Year 2021 Audit

- The audit is clean and has no identified issues.
- This is an annual requirement of the District.

On MOTION by Mr. Etherton, seconded by Ms. Guyer, with all in favor, the Fiscal Year 2021 Audit was accepted.

C. Consideration of Resolution 2022-04, Confirming the District's Use of the Sarasota County Supervisor of Elections to Continue Conducting the District's Election of Supervisors

- Seats 1, 2 and 4 are up for election this year.

- The qualification information will be sent to the Board and included for discussion at the next meeting.

On MOTION by Mr. Brall, seconded by Mr. Burke, with all in favor, Resolution 2022-04, Confirming the District's Use of the Sarasota County Supervisor of Elections to Continue Conducting the District's Election of Supervisors in Conjunction with the General Election, was adopted.

D. Presentation of the Preliminary Fiscal Year 2023 Budget

- The Board will approve the budget for submission to the County at the May 19, 2022 Meeting.
- Adoption will be set for August 18, 2022.
- The Board may make changes after the budget has been approved, but assessments cannot be increased at that point.
- Contracts-Security Services will increase from \$72,000 to \$86,000.
- Ms. Guyer commented that Reserve – Roadways can be zeroed out.
- The Board requested funds be withdrawn from Community Center/Capital Outlay and transferred to other line items. The amount of \$2,000 will be transferred to R&M-Sealcoating, and \$4,000 will be transferred to Contracts-Security Services.
- A line item for Pool-Electric should be added at an amount of \$5,000.
- Reserves for the Gatehouse were discussed. Some items will be replaced and would go under R&M-Gate.
- Ms. Guyer suggested decreasing Reserve – Lakes from \$10,000 to \$5,000.
- Replacement of the treadmills was discussed. The original allocation was to set aside funds to have them replaced one at a time.
- Methodology assessments were discussed. It appears to be a uniform assessment.
- Issuance of tax certificates was addressed. There are no outstanding assessments.

EIGHTH ORDER OF BUSINESS

Engineer's Report

A. Rate Increase

- Mr. Faircloth presented a letter from the District Engineer indicating there is a rate increase.

On MOTION by Ms. Guyer, seconded by Mr. Etherton, with all in favor, the rate increase from JMT Engineering was accepted.

NINTH ORDER OF BUSINESS**Attorney's Report****A. Discussion of Email**

- Mr. Jackson's email was addressed earlier in the meeting.

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

- Ms. Guyer requested any agenda items for the next I/A Meeting, other than Policies & Procedures. A Spending Resolution may be considered at a future CDD Meeting.

B. Landscape Committee

- Plants damaged by frost are being replaced.
- Replacements are being done at the back gate.
- The Committee would like to put down rabbit pellet control in new planting areas. It is not poisonous to other animals.

C. Newsletter Supervisor**D. Finance Supervisor****E. Golf Liaison**

There being no reports, the next item followed.

F. Lakes and Roads Supervisor

- Ms. Guyer noted the District has received proposals for the next phase of the paving and gutter replacements. These proposals will be presented at the next meeting.
 - Hoover did not take care of the pool roof, but the work has been rescheduled to May 17, 2022.
 - Additional sidewalks are scheduled to be cleaned on April 28, 2022, which includes the back gate area.
 - The roadway at the commercial properties is part of the District, and it will be paved during Phase 3.
 - Mr. Ditterline can purchase the Stop Signs with his credit card. Ms. Guyer will assist him in getting this done.
- G. Maintenance Supervisor**
- Mr. Burke reported on items regarding the pool. An invoice was sent to Avid for the new pool pump from Signet Pools in the amount of \$7,350.

On MOTION by Mr. Etherton, seconded by Mr. Brall, with all in favor, the expenditure from Signet Pools in the amount of \$7,350 for purchase and installation of the pool pump was ratified.

- The filter system on the pool is a commercial type and has filter plates. These plates need to be replaced once per year, and Mr. Burke is not certain when they were replaced. He received an estimate from A&D Pools in the amount of \$2,147.80. This may be a good time to replace them since the pool is currently closed.

Mr. Etherton MOVED to approve replacement of the filter plates at the pool by A&D Pools in the amount of \$2,147.80, and Mr. Burke seconded the motion.

There being no further discussion,

On VOICE vote, with all in favor, the prior motion was approved.

- The invoice from New Life Well was not received by Inframark, but was sent directly to Mr. Burke. Mr. Faircloth spoke to them and they will forward the invoice to Avid directly as previously requested.

H. Facilities Supervisor

- Mr. Etherton apologized for the smaller sized set up of the room for the meeting and hoped residents were not uncomfortable.

I. HOA Updates

- The newsletter will be distributed tomorrow.
- The management company is trying to push back on presenting a violation to the golf course for the condition of the sidewalk near the maintenance area.

J. Commercial Properties

There being no report, the next order of business followed.

ELEVENTH ORDER OF BUSINESS

Public Comment (3) Minute Time Limit

- Mr. Scott Verrill commented on landscape expenditures.
- Mr. Verrill commented that most of the PRVs are on golf course property. There is no adjacent CDD property, which may cause an issue for the District.

- A resident commented that the Board is responding well to problems in the District. Property values have increased despite the golf course issues, but this may not be the case in a year.
- A resident commented on the pool electrical service. He suggested discussing this with FP&L first.
- A resident commented LMP has done a great job landscaping in the District. He suggested getting authority from the golf course to clean up the landscaping there.
- Residents may file complaints regarding the golf course with the City, but there is no guarantee they can help.
- Residents commented on the website.

Board members provided comments.

- Mr. Burke discussed a proposal from Metro PSI to perform monthly maintenance on the pumphouse, which was stopped when he did not pay them. They will perform this maintenance in the amount of \$149 per month. This does not include reporting usage to SWFWMD. Mr. Burke is doing this.

Mr. Burke MOVED to approve the proposal from Metro PSI to perform monthly maintenance on the pumphouse in the amount of \$149 per month, and Mr. Etherton seconded the motion.

- Mr. Faircloth recommended having Mr. Jackson review this item to ensure there are no issues.

There being no further discussion,

On VOICE vote, with all in favor, the prior motion was approved, as discussed.

- Mr. Faircloth asked the Board whether they wanted him to respond to Mr. Smith as suggested in Mr. Fisher's email, since Mr. Smith apparently threatened legal action against the District. Upon further discussion, the Board did not want Mr. Faircloth to respond. This will be communicated to Mr. Fisher.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Guyer, seconded by Mr. Brall, with all in favor, the meeting was adjourned at 5:46 p.m.

Janet Guyer
Vice Chairperson

4B

**Bobcat Trail
Community Development District**

Financial Report

April 30, 2022

BOBCAT TRAIL
Community Development District

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**Bobcat Trail
Community Development District**

Financial Statements

(Unaudited)

April 30, 2022

Balance Sheet
April 30, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 250,789	\$ -	\$ 250,789
Due From Other Funds	-	9,408	9,408
Investments:			
Money Market Account	1,027,242	-	1,027,242
Interest Account	-	22,608	22,608
Prepayment Account	-	103	103
Reserve Fund	-	22,993	22,993
Revenue Fund	-	35,204	35,204
Sinking fund	-	185,000	185,000
Prepaid Items	7,232	-	7,232
Deposits	216	-	216
TOTAL ASSETS	\$ 1,285,479	\$ 275,316	\$ 1,560,795
<u>LIABILITIES</u>			
Accounts Payable	\$ 14,798	\$ -	\$ 14,798
Accrued Expenses	16,562	-	16,562
Due To Other Funds	9,408	-	9,408
TOTAL LIABILITIES	40,768	-	40,768
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	7,232	-	7,232
Deposits	216	-	216
Restricted for:			
Debt Service	-	275,316	275,316
Assigned to:			
Operating Reserves	60,000	-	60,000
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:	197,588	-	197,588
TOTAL FUND BALANCES	\$ 1,244,711	\$ 275,316	\$ 1,520,027
TOTAL LIABILITIES & FUND BALANCES	\$ 1,285,479	\$ 275,316	\$ 1,560,795

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
REVENUES						
Interest - Investments	\$ 3,000	\$ 1,750	\$ 1,410	\$ (340)	47.00%	\$ 389
Special Events	1,000	581	-	(581)	0.00%	-
Interest - Tax Collector	1,000	581	-	(581)	0.00%	-
Rents or Royalties	500	294	280	(14)	56.00%	-
Special Assmnts- Tax Collector	769,563	769,563	730,350	(39,213)	94.90%	23,991
Special Assmnts- Other	110,332	110,332	104,710	(5,622)	94.90%	3,440
Special Assmnts- Discounts	(35,196)	(35,196)	(31,318)	3,878	88.98%	14
Other Miscellaneous Revenues	2,000	1,169	246	(923)	12.30%	-
Gate Bar Code/Remotes	2,000	1,169	1,363	194	68.15%	290
TOTAL REVENUES	854,199	850,243	807,041	(43,202)	94.48%	28,124
EXPENDITURES						
Administration						
P/R-Board of Supervisors	12,000	7,000	5,800	1,200	48.33%	800
FICA Taxes	918	539	474	65	51.63%	92
ProfServ-Engineering	20,000	11,669	16,233	(4,564)	81.17%	3,370
ProfServ-Legal Services	15,000	8,750	14,465	(5,715)	96.43%	10,239
ProfServ-Trustee Fees	3,717	3,717	3,717	-	100.00%	-
Auditing Services	4,200	4,200	4,200	-	100.00%	1,700
Insurance - General Liability	18,000	18,000	18,710	(710)	103.94%	-
Legal Advertising	1,000	581	455	126	45.50%	146
Miscellaneous Services	1,700	994	-	994	0.00%	-
Misc-Assessment Collection Cost	13,198	13,198	12,056	1,142	91.35%	412
Misc-Web Hosting	1,908	1,113	954	159	50.00%	-
Annual District Filing Fee	175	175	175	-	100.00%	-
Total Administration	91,816	69,936	77,239	(7,303)	84.12%	16,759
Other General Govt Services						
ProfServ-Mgmt Consulting	53,045	30,940	30,943	(3)	58.33%	4,420
ProfServ-Special Assessment	6,180	6,180	6,180	-	100.00%	-
ProfServ-E-mail Maintenance	2,000	1,169	936	233	46.80%	290
Postage and Freight	200	119	145	(26)	72.50%	29
Printing and Binding	1,000	581	82	499	8.20%	11
Office Supplies	500	294	50	244	10.00%	-
Total Other General Govt Services	62,925	39,283	38,336	947	60.92%	4,750
Landscape Services						
Contracts-Landscape	142,047	82,859	82,861	(2)	58.33%	11,837
R&M-Irrigation	10,000	5,831	2,304	3,527	23.04%	-
R&M-Landscape Renovations	10,000	5,831	179	5,652	1.79%	-
R&M-Plant Replacement	4,000	2,331	413	1,918	10.33%	-
R&M-Landscape Lighting	3,000	1,750	2,118	(368)	70.60%	1,299
R&M-Phase III	55,400	32,319	80,290	(47,971)	144.93%	465
Misc-Holiday Lighting	850	850	338	512	39.76%	-
Total Landscape Services	225,297	131,771	168,503	(36,732)	74.79%	13,601

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
<u>Utilities</u>						
Electricity - Streetlights	6,300	3,675	2,276	1,399	36.13%	323
Electricity - Gate	5,500	3,206	1,876	1,330	34.11%	294
Electricity - Irrigation	2,500	1,456	1,536	(80)	61.44%	669
Total Utilities	14,300	8,337	5,688	2,649	39.78%	1,286
<u>Gatehouse</u>						
Contracts-Security Services	72,000	42,000	50,626	(8,626)	70.31%	7,232
Communication - Telephone	4,300	2,506	2,263	243	52.63%	309
Utility - Water & Sewer	850	497	411	86	48.35%	52
R&M-Gate	2,000	1,169	801	368	40.05%	-
R&M-Access&Surveillance Systems	1,500	875	816	59	54.40%	-
Misc-Bar Codes	4,000	2,331	417	1,914	10.43%	417
Op Supplies - Gatehouse	500	294	-	294	0.00%	-
Capital Outlay	22,000	22,000	24,065	(2,065)	109.39%	-
Total Gatehouse	107,150	71,672	79,399	(7,727)	74.10%	8,010
<u>Lakes and Roads</u>						
Contracts-Lakes	36,000	21,000	22,701	(1,701)	63.06%	3,206
R&M-Lake	10,000	5,831	-	5,831	0.00%	-
R&M-Road Cleaning	4,170	2,436	585	1,851	14.03%	-
R&M-Sealcoating	183,866	107,254	174,224	(66,970)	94.76%	-
R&M-Sidewalks	7,000	4,081	27,835	(23,754)	397.64%	-
R&M-Stormwater System	10,000	5,831	-	5,831	0.00%	-
R&M-Invasive Plant Maintenance	2,000	1,169	-	1,169	0.00%	-
R&M-Street/Gutter Repairs	10,000	5,831	63,589	(57,758)	635.89%	-
Miscellaneous Maintenance	5,000	2,919	-	2,919	0.00%	-
Reserve - Lakes	30,000	30,000	-	30,000	0.00%	-
Total Lakes and Roads	298,036	186,352	288,934	(102,582)	96.95%	3,206
<u>Community Center</u>						
Payroll-Hourly	21,750	12,691	12,679	12	58.29%	1,820
FICA Taxes	1,664	973	970	3	58.29%	139
Contracts-Other Services	1,500	875	593	282	39.53%	79
Contracts-Cleaning Services	12,500	7,294	7,500	(206)	60.00%	1,080
Utility - Other	5,400	3,150	3,012	138	55.78%	435
Electricity - General	5,400	3,150	2,604	546	48.22%	385
Utility - Water & Sewer	4,800	2,800	2,799	1	58.31%	272
Insurance - Property	12,500	12,500	12,474	26	99.79%	-
R&M-Pest Control	550	414	230	184	41.82%	-
R&M-Tennis Courts	500	294	374	(80)	74.80%	-
R&M-Fitness Equipment	6,500	3,794	398	3,396	6.12%	-
R&M-Maintenance	4,000	2,331	3,212	(881)	80.30%	1,043

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
Misc-Contingency	4,000	2,331	592	1,739	14.80%	-
Cleaning Services	800	469	-	469	0.00%	-
Supplies - Misc.	4,000	2,331	784	1,547	19.60%	32
Total Community Center	85,864	55,397	48,221	7,176	56.16%	5,285
<u>Pools and Maintenance</u>						
Payroll-Hourly	22,000	12,831	8,536	4,295	38.80%	1,288
FICA Taxes	1,683	980	653	327	38.80%	99
Contracts-Pools	8,050	4,697	4,580	117	56.89%	665
Utility - Gas	700	406	96	310	13.71%	-
Utility - Water & Sewer	6,800	3,969	683	3,286	10.04%	200
R&M-Pools	4,400	2,569	9,815	(7,246)	223.07%	7,434
R&M-Vehicles	1,600	931	3,885	(2,954)	242.81%	-
R&M-Community Maintenance	12,500	7,294	2,726	4,568	21.81%	116
R&M-Pressure Reducing Valve	2,000	1,169	-	1,169	0.00%	-
Total Pools and Maintenance	59,733	34,846	30,974	3,872	51.85%	9,802
TOTAL EXPENDITURES	945,121	597,594	737,294	(139,700)	78.01%	62,699
Excess (deficiency) of revenues Over (under) expenditures	(90,922)	252,649	69,747	(182,902)	-76.71%	(34,575)
<u>OTHER FINANCING SOURCES (USES)</u>						
Contribution to (Use of) Fund Balance	(90,922)	-	-	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(90,922)	-	-	-	0.00%	-
Net change in fund balance	\$ (90,922)	\$ 252,649	\$ 69,747	\$ (182,902)	-76.71%	\$ (34,575)
FUND BALANCE, BEGINNING (OCT 1, 2021)	1,174,964	1,174,964	1,174,964			
FUND BALANCE, ENDING	\$ 1,084,042	\$ 1,427,613	\$ 1,244,711			

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending April 30, 2022

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Actual Thru 4/30/2022	Adopted Budget
Revenues														
Interest - Investments	\$ 163	\$ 151	\$ 105	\$ 188	\$ 198	\$ 217	\$ 389	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 1,410	\$ 3,000
Special Events	-	-	-	-	-	-	-	83	83	83	83	87	-	1,000
Interest - Tax Collector	-	-	-	-	-	-	-	83	83	83	83	87	-	1,000
Rents or Royalties	-	-	93	187	-	-	-	42	42	42	42	38	280	500
Special Assmnts- Tax Collector	-	262,164	380,728	27,137	30,356	5,974	23,991	-	-	-	-	-	730,350	769,563
Special Assmnts- Other	-	37,586	54,585	3,891	4,352	856	3,440	-	-	-	-	-	104,710	110,332
Special Assmnts- Discounts	-	(12,108)	(17,381)	(934)	(813)	(97)	14	-	-	-	-	-	(31,318)	(35,196)
Other Miscellaneous Revenues	-	1	125	-	1	119	-	167	167	167	167	163	246	2,000
Gate Bar Code/Remotes	379	145	182	136	257	(25)	290	167	167	167	167	163	1,363	2,000
Total Revenues	542	287,939	418,437	30,605	34,351	7,044	28,124	792	792	792	792	788	807,041	854,199
Expenditures														
Administrative														
P/R-Board of Supervisors	800	1,200	800	-	1,200	1,000	800	1,000	1,000	1,000	1,000	1,000	5,800	12,000
FICA Taxes	61	92	61	-	92	77	92	77	77	77	77	71	474	918
ProfServ-Engineering	-	1,610	4,485	(1,650)	3,403	5,015	3,370	1,667	1,667	1,667	1,667	1,663	16,233	20,000
ProfServ-Legal Services	-	-	1,448	-	2,777	-	10,239	1,250	1,250	1,250	1,250	1,250	14,465	15,000
ProfServ-Trustee Fees	3,717	-	-	-	-	-	-	-	-	-	-	-	3,717	3,717
Auditing Services	-	-	-	-	2,500	-	1,700	-	-	-	-	-	4,200	4,200
Insurance - General Liability	18,710	-	-	-	-	-	-	-	-	-	-	-	18,710	18,000
Legal Advertising	152	-	-	-	157	-	146	83	83	83	83	87	455	1,000
Miscellaneous Services	-	-	-	-	-	-	-	142	142	142	142	138	-	1,700
Misc-Assessment Collection Cost	-	4,315	6,269	451	508	101	412	-	-	-	-	-	12,056	13,198
Misc-Web Hosting	159	159	159	159	159	159	-	159	159	159	159	159	954	1,908
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	175
Total Administrative	23,774	7,376	13,222	(1,040)	10,796	6,352	16,759	4,378	4,378	4,378	4,378	4,368	77,239	91,816

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending April 30, 2022

													TOTAL	
Account Description	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Actual Thru 4/30/2022	Adopted Budget
<u>Other General Govt Services</u>														
ProfServ-Mgmt Consulting	4,420	4,400	4,441	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,425	30,943	53,045
ProfServ-Special Assessment	-	-	6,180	-	-	-	-	-	-	-	-	-	6,180	6,180
ProfServ-E-mail Maintenance	108	108	108	108	108	108	290	167	167	167	167	163	936	2,000
Postage and Freight	15	-	25	18	27	31	29	17	17	17	17	13	145	200
Printing and Binding	5	-	44	4	4	15	11	83	83	83	83	87	82	1,000
Office Supplies	-	19	-	-	31	-	-	42	42	42	42	38	50	500
Total Other General Govt Services	4,548	4,527	10,798	4,550	4,590	4,574	4,750	4,729	4,729	4,729	4,729	4,726	38,336	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	82,861	142,047
R&M-Irrigation	538	208	705	-	735	118	-	833	833	833	833	837	2,304	10,000
R&M-Landscape Renovations	-	-	-	-	179	-	-	833	833	833	833	837	179	10,000
R&M-Plant Replacement	-	413	-	-	-	-	-	333	333	333	333	337	413	4,000
R&M-Landscape Lighting	309	-	-	-	510	-	1,299	250	250	250	250	250	2,118	3,000
R&M-Phase III	-	55,277	1,183	-	9,680	13,686	465	4,617	4,617	4,617	4,617	4,613	80,290	55,400
Misc-Holiday Lighting	-	-	242	-	-	96	-	-	-	-	-	-	338	850
Total Landscape Services	12,684	67,735	13,967	11,837	22,941	25,737	13,601	18,703	18,703	18,703	18,703	18,714	168,503	225,297
<u>Utilities</u>														
Electricity - Streetlights	238	281	299	474	379	281	323	525	525	525	525	525	2,276	6,300
Electricity - Gate	183	230	228	299	289	354	294	458	458	458	458	462	1,876	5,500
Electricity - Irrigation	106	135	153	177	152	145	669	208	208	208	208	212	1,536	2,500
Total Utilities	527	646	680	950	820	780	1,286	1,191	1,191	1,191	1,191	1,199	5,688	14,300
<u>Gatehouse</u>														
Contracts-Security Services	7,232	7,232	7,232	7,232	7,232	7,232	7,232	6,000	6,000	6,000	6,000	6,000	50,626	72,000
Communication - Telephone	507	306	307	307	308	220	309	358	358	358	358	362	2,263	4,300
Utility - Water & Sewer	52	52	50	152	52	2	52	71	71	71	71	69	411	850
R&M-Gate	-	20	-	-	256	525	-	167	167	167	167	163	801	2,000
R&M-Access&Surveillance Systems	111	111	151	332	111	-	-	125	125	125	125	125	816	1,500
Misc-Bar Codes	-	-	-	-	-	-	417	333	333	333	333	337	417	4,000
Op Supplies - Gatehouse	-	-	-	-	-	-	-	42	42	42	42	38	-	500
Capital Outlay	-	-	-	-	-	24,065	-	-	-	-	-	-	24,065	22,000
Total Gatehouse	7,902	7,721	7,740	8,023	7,959	32,044	8,010	7,096	7,096	7,096	7,096	7,094	79,399	107,150

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending April 30, 2022

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Actual Thru 4/30/2022	Adopted Budget
<u>Lakes and Roads</u>														
Contracts-Lakes	2,974	3,874	3,117	3,117	3,117	3,296	3,206	3,000	3,000	3,000	3,000	3,000	22,701	36,000
R&M-Lake	-	-	-	-	-	-	-	833	833	833	833	837	-	10,000
R&M-Road Cleaning	-	585	-	-	-	-	-	348	348	348	348	342	585	4,170
R&M-Sealcoating	117,439	56,785	-	-	-	-	-	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	587	27,835	7,000
R&M-Stormwater System	-	-	-	-	-	-	-	833	833	833	833	837	-	10,000
R&M-Invasive Plant Maintenance	-	-	-	-	-	-	-	167	167	167	167	163	-	2,000
R&M-Street/Gutter Repairs	-	63,589	-	-	-	-	-	833	833	833	833	837	63,589	10,000
Miscellaneous Maintenance	-	-	-	-	-	-	-	417	417	417	417	413	-	5,000
Reserve - Lakes	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000
Total Lakes and Roads	145,133	127,948	3,117	3,117	3,117	3,296	3,206	22,336	22,336	22,336	22,336	22,340	288,934	298,036
<u>Community Center</u>														
Payroll-Hourly	998	1,653	1,740	1,925	1,828	2,715	1,820	1,813	1,813	1,813	1,813	1,807	12,679	21,750
FICA Taxes	76	126	133	147	140	208	139	139	139	139	139	135	970	1,664
Contracts-Other Services	54	-	110	60	-	290	79	125	125	125	125	125	593	1,500
Contracts-Cleaning Services	1,340	1,100	1,080	1,080	860	960	1,080	1,042	1,042	1,042	1,042	1,038	7,500	12,500
Utility - Other	431	859	-	430	427	429	435	450	450	450	450	450	3,012	5,400
Electricity - General	347	347	399	404	333	390	385	450	450	450	450	450	2,604	5,400
Utility - Water & Sewer	1,225	261	400	111	271	261	272	400	400	400	400	400	2,799	4,800
Insurance - Property	12,474	-	-	-	-	-	-	-	-	-	-	-	12,474	12,500
R&M-Pest Control	-	115	-	-	115	-	-	-	-	136	-	-	230	550
R&M-Tennis Courts	-	-	-	374	-	-	-	42	42	42	42	38	374	500
R&M-Fitness Equipment	-	-	248	-	-	150	-	542	542	542	542	538	398	6,500
R&M-Maintenance	-	1,865	(1,350)	58	-	1,596	1,043	333	333	333	333	337	3,212	4,000
Misc-Contingency	592	-	-	-	-	-	-	333	333	333	333	337	592	4,000
Cleaning Services	-	-	-	-	-	-	-	67	67	67	67	63	-	800
Supplies - Misc.	-	73	191	244	-	243	32	333	333	333	333	337	784	4,000
Total Community Center	17,537	6,399	2,951	4,833	3,974	7,242	5,285	6,069	6,069	6,205	6,069	6,055	48,221	85,864

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending April 30, 2022

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Budget	Budget	Actual Thru 4/30/2022	Adopted Budget
<u>Pools and Maintenance</u>														
Payroll-Hourly	504	1,375	1,184	1,147	700	2,338	1,288	1,833	1,833	1,833	1,833	1,837	8,536	22,000
FICA Taxes	39	105	91	88	54	179	99	140	140	140	140	143	653	1,683
Contracts-Pools	650	650	-	1,300	665	650	665	671	671	671	671	669	4,580	8,050
Utility - Gas	16	16	16	16	16	16	-	58	58	58	58	62	96	700
Utility - Water & Sewer	81	126	150	101	201	(176)	200	567	567	567	567	563	683	6,800
R&M-Pools	-	-	(294)	1,500	43	1,133	7,434	367	367	367	367	363	9,815	4,400
R&M-Vehicles	-	1,549	90	2,220	26	-	-	133	133	133	133	137	3,885	1,600
R&M-Community Maintenance	-	144	1,422	738	72	234	116	1,042	1,042	1,042	1,042	1,038	2,726	12,500
R&M-Pressure Reducing Valve	-	-	-	-	-	-	-	167	167	167	167	163	-	2,000
Total Pools and Maintenance	1,290	3,965	2,659	7,110	1,777	4,374	9,802	4,978	4,978	4,978	4,978	4,975	30,974	59,733
Total Expenditures	213,395	226,317	55,134	39,380	55,974	84,399	62,699	69,480	69,480	69,616	69,480	69,471	737,294	945,121
Excess (deficiency) of revenues Over (under) expenditures	(212,853)	61,622	363,303	(8,775)	(21,623)	(77,355)	(34,575)	(68,688)	(68,688)	(68,824)	(68,688)	(68,683)	69,747	(90,922)
<u>Other Financing Sources (Uses)</u>														
Contribution to (Use of) Fund Balance	-	-	-	-	-	-	-	(68,688)	(68,688)	(68,824)	(68,688)	(68,683)	-	(90,922)
Total Financing Sources (Uses)	-	-	-	-	-	-	-	(68,688)	(68,688)	(68,824)	(68,688)	(68,683)	-	(90,922)
Net change in fund balance	\$ (212,853)	\$ 61,622	\$ 363,303	\$ (8,775)	\$ (21,623)	\$ (77,355)	\$ (34,575)	\$ (68,688)	\$ (68,688)	\$ (68,824)	\$ (68,688)	\$ (68,683)	\$ 69,747	\$ (90,922)
Fund Balance, Beginning (Oct 1, 2021)													1,174,964	1,174,964
Fund Balance, Ending													\$ 1,244,711	\$ 1,084,042

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
REVENUES						
Interest - Investments	\$ 12	\$ 7	\$ 3	\$ (4)	25.00%	\$ 1
Special Assmnts- Tax Collector	245,899	245,899	233,370	(12,529)	94.90%	7,666
Special Assmnts- Discounts	(9,836)	(9,836)	(8,752)	1,084	88.98%	4
TOTAL REVENUES	236,075	236,070	224,621	(11,449)	95.15%	7,671
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	3,688	3,688	3,369	319	91.35%	115
Total Administration	3,688	3,688	3,369	319	91.35%	115
Debt Service						
Principal Debt Retirement	185,000	-	-	-	0.00%	-
Principal Prepayments	-	-	1,000	(1,000)	0.00%	-
Interest Expense	45,245	22,623	22,623	-	50.00%	-
Total Debt Service	230,245	22,623	23,623	(1,000)	10.26%	-
TOTAL EXPENDITURES	233,933	26,311	26,992	(681)	11.54%	115
Excess (deficiency) of revenues Over (under) expenditures	2,142	209,759	197,629	(12,130)	9226.38%	7,556
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	2,142	-	-	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	2,142	-	-	-	0.00%	-
Net change in fund balance	\$ 2,142	\$ 209,759	\$ 197,629	\$ (12,130)	9226.38%	\$ 7,556
FUND BALANCE, BEGINNING (OCT 1, 2021)	77,687	77,687	77,687			
FUND BALANCE, ENDING	\$ 79,829	\$ 287,446	\$ 275,316			

**Bobcat Trail
Community Development District**

Supporting Schedules

April 30, 2022

Community Development District

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
12/22/21	\$ 482,525	\$ 20,412	\$ 7,348	\$ 510,285	\$ 348,817	\$ 50,010	\$ 111,458
12/30/21	\$ 44,183	\$ 1,826	\$ 673	\$ 46,682	\$ 31,911	\$ 4,575	\$ 10,196
01/31/22	\$ 37,926	\$ 1,195	\$ 578	\$ 39,699	\$ 27,137	\$ 3,891	\$ 8,671
02/28/22	\$ 42,717	\$ 1,040	\$ 651	\$ 44,407	\$ 30,356	\$ 4,352	\$ 9,700
03/31/22	\$ 8,486	\$ 124	\$ 129	\$ 8,739	\$ 5,974	\$ 856	\$ 1,909
04/29/22	\$ 34,589	\$ (18)	\$ 527	\$ 35,097	\$ 23,991	\$ 3,440	\$ 7,666
TOTAL	\$ 1,012,934	\$ 40,070	\$ 15,425	\$ 1,068,430	\$ 730,350	\$ 104,710	\$ 233,370
% COLLECTED				95%	95%	95%	95%
TOTAL OUTSTANDING				\$57,363	\$ 39,212	\$ 5,622	\$ 12,529

Bobcat Trail CDD

Bank Reconciliation

Bank Account No. 9087 Bank United GF Checking
Statement No. 04-22
Statement Date 4/30/2022

G/L Balance (LCY)	250,789.12	Statement Balance	267,912.41
G/L Balance	250,789.12	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	267,912.41
Subtotal	250,789.12	Outstanding Checks	17,123.29
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	250,789.12	Ending Balance	250,789.12
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
3/31/2022	Payment	6046	FLORIDA GYM TECH LLC	97.80	0.00	97.80
3/31/2022	Payment	6047	RANDY RESIDE	25.00	0.00	25.00
4/14/2022	Payment	6056	METRO PUMPING SYSTEMS INC	464.69	0.00	464.69
4/21/2022	Payment	6059	CLEANING -4-YOU INC	1,080.00	0.00	1,080.00
4/26/2022	Payment	6062	BERLIN PATTEN EBLING PLLC	10,239.35	0.00	10,239.35
4/26/2022	Payment	6063	CA FLORIDA HOLDINGS LLC	146.45	0.00	146.45
4/26/2022	Payment	6064	GRAU & ASSOCIATES	1,700.00	0.00	1,700.00
4/28/2022	Payment	6065	JMT	3,370.00	0.00	3,370.00
Total Outstanding Checks.....				17,123.29		17,123.29


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

>001774 8722143 0001 008229 10Z
BOBCAT TRAIL CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071

Statement Date: April 30, 2022

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

Start enjoying the convenience of paperless statements. Refer to the end of this statement to learn how you can enroll in eStatements today!

PUBLIC FUND ANALYSIS CHECKING Account *****9087

Account Summary

Statement Balance as of 03/31/2022			\$271,102.97
Plus	3	Deposits and Other Credits	\$51,714.70
Less	40	Withdrawals, Checks, and Other Debits	\$54,905.26
Less		Service Charge	\$0.00
Plus		Interest Paid	\$0.00
Statement Balance as of 04/30/2022			\$267,912.41

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
04/01/2022	CHECK #6039	\$216.00		\$270,886.97
04/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$12.96		\$270,874.01
04/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$33.97		\$270,840.04
04/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$34.22		\$270,805.82
04/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$44.54		\$270,761.28
04/04/2022	FPL DIRECT DEBIT ELEC PYMT	\$97.99		\$270,663.29

Statement Date: April 30, 2022

Account Number: *****9087

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
	BOBCAT TRAIL COMMUNITY			
04/04/2022	FPL DIRECT DEBIT ELEC PYMT	\$140.01		\$270,523.28
	BOBCAT TRAIL COMMUNITY			
04/04/2022	FPL DIRECT DEBIT ELEC PYMT	\$319.76		\$270,203.52
	BOBCAT TRAIL COMMUNITY			
04/04/2022	FPL DIRECT DEBIT ELEC PYMT	\$389.92		\$269,813.60
	BOBCAT TRAIL COMMUNITY			
04/05/2022	FRONTIER COMMUNI BILL PAY	\$110.98		\$269,702.62
	13255439251			
	BOBCAT TRAIL CDD			
04/05/2022	CHECK #6043	\$8,886.71		\$260,815.91
04/05/2022	CHECK #6044	\$11,837.25		\$248,978.66
04/05/2022	FPL DIRECT DEBIT ELEC PYMT	\$96.88		\$248,881.78
	BOBCAT TRAIL COMMUNITY			
04/06/2022	CHECK #6045	\$290.00		\$248,591.78
04/08/2022	CHECK #6048	\$665.00		\$247,926.78
04/11/2022	COMCAST 8535100 550485986	\$108.85		\$247,817.93
	BOBCAT *TRAIL			
04/12/2022	CHECK #6051	\$40.00		\$247,777.93
04/12/2022	BOBCAT TRAIL CDD PAYROLLJNL	\$1,312.88		\$246,465.05
	PINETRE03			
04/13/2022	CHECK #6042	\$184.70		\$246,280.35
04/13/2022	CHECK #6050	\$525.00		\$245,755.35
04/13/2022	CHECK #6053	\$32.09		\$245,723.26
04/13/2022	TECO/PEOPLE GAS UTILITYBIL	\$16.07		\$245,707.19
	BOBCAT COMMUNITY DEVEL			
04/14/2022	IRS USATAXPYMT	\$336.04		\$245,371.15
	270250471585185			
	BOBCAT TRAIL COMMUNITY			
04/18/2022	VALLEY NATIONAL PAYMENT	\$2,494.61		\$242,876.54
	467-1234-22			
	STEPHEN J BLOOM			
04/18/2022	FRONTIER COMMUNI BILL PAY	\$435.48		\$242,441.06
	13285114761			
	BOBCAT TRAIL CDD			



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

Statement Date: April 30, 2022

Account Number: ***9087**

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
04/18/2022	CHECK #6049	\$290.45		\$242,150.61
04/18/2022	CHECK #6052	\$13,685.68		\$228,464.93
04/19/2022	WEB TFR FR 009854140727 133304001763 WEB RF#133304001763		\$16,836.00	\$245,300.93
04/19/2022	FRONTIER COMMUNI BILL PAY 13291373081 BOBCAT TRAIL CDD	\$198.50		\$245,102.43
04/20/2022	CHECK #6054	\$269.00		\$244,833.43
04/20/2022	NORTH PORT UTILI UT BILL BOBCAT TRAIL COMMUNITY	\$51.80		\$244,781.63
04/20/2022	NORTH PORT UTILI UT BILL BOBCAT TRAIL COMMUNITY	\$271.82		\$244,509.81
04/21/2022	CHECK #6058	\$271.75		\$244,238.06
04/22/2022	CHECK #6055	\$12.46		\$244,225.60
04/22/2022	BOBCAT TRAIL CDD PAYROLLJNL PINETRE03	\$1,354.05		\$242,871.55
04/22/2022	BOBCAT TRAIL CDD PAYROLLJNL PINETRE03	\$738.80		\$242,132.75
04/25/2022	IRS USATAXPYMT 270251535187193 BOBCAT TRAIL COMMUNITY	\$153.00		\$241,979.75
04/26/2022	CHECK #6060	\$7,232.27		\$234,747.48
04/28/2022	Customer Deposit		\$290.00	\$235,037.48
04/28/2022	CHECK #6057	\$72.00		\$234,965.48
04/28/2022	CHECK #6061	\$1,299.00		\$233,666.48
04/28/2022	IRS USATAXPYMT 270251850010684 BOBCAT TRAIL COMMUNITY	\$342.77		\$233,323.71
04/29/2022	BARBARA FORD TAX DIST BOBCATTRAIL BOBCAT TRAIL COMMUNITY		\$34,588.70	\$267,912.41

Check Transactions

Statement Date: April 30, 2022

Account Number: *****9087

<i>Check #</i>	<i>Date</i>	<i>Amount</i>	<i>Check #</i>	<i>Date</i>	<i>Amount</i>	<i>Check #</i>	<i>Date</i>	<i>Amount</i>
6039	04/01	\$216.00	6049	04/18	\$290.45	6055	04/22	\$12.46
6042*	04/13	\$184.70	6050	04/13	\$525.00	6057*	04/28	\$72.00
6043	04/05	\$8,886.71	6051	04/12	\$40.00	6058	04/21	\$271.75
6044	04/05	\$11,837.25	6052	04/18	\$13,685.68	6060*	04/26	\$7,232.27
6045	04/06	\$290.00	6053	04/13	\$32.09	6061	04/28	\$1,299.00
6048*	04/08	\$665.00	6054	04/20	\$269.00			

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

Balances by Date

<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>	<i>Date</i>	<i>Balance</i>
03/31	\$271,102.97	04/08	\$247,926.78	04/18	\$228,464.93	04/25	\$241,979.75
04/01	\$270,886.97	04/11	\$247,817.93	04/19	\$245,102.43	04/26	\$234,747.48
04/04	\$269,813.60	04/12	\$246,465.05	04/20	\$244,509.81	04/28	\$233,323.71
04/05	\$248,881.78	04/13	\$245,707.19	04/21	\$244,238.06	04/29	\$267,912.41
04/06	\$248,591.78	04/14	\$245,371.15	04/22	\$242,132.75		

Other Balances

Minimum Balance this Statement Period \$228,464.93



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Cash and Investment Report
April 30, 2022

<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%	\$ 250,789
Investments - Money Market		Bank United	0.15%	\$ 75,069
Investments - Money Market		Valley National	0.25%	\$ 952,173
Subtotal				<u>\$ 1,278,031</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS				
Series 2017 Interest		US Bank	0.005%	\$ 22,608
Series 2017 Sinking Fund		US Bank	0.005%	\$ 185,000
Series 2017 Prepayment Account		US Bank	0.005%	\$ 103
Series 2017 Reserve		US Bank	0.005%	\$ 22,993
Series 2017 Revenue		US Bank	0.005%	\$ 35,204
Subtotal				<u>\$ 265,907 ⁽¹⁾</u>
Total				<u><u>\$ 1,543,939</u></u>

NOTE 1 - INVESTED IN COMMERCIAL PAPER

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 04/01/22 to 04/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>BANK UNITED GF CHECKING - (ACCT#XXXXX9087)</u>							
CHECK # 6048							
04/01/22	Vendor	A & D Pool	43890	APRIL POOL MAINT	Contracts-Pools	001-534078-57220	\$665.00
Check Total							\$665.00
CHECK # 6049							
04/05/22	Vendor	COMPLETE I.T.	8420	GOOGLE FOR BUS EMAIL/WORDPRESS	ProfServ-E-mail Maintenance	001-531096-51901	\$290.45
Check Total							\$290.45
CHECK # 6050							
04/05/22	Vendor	ENVERA	0043714	GATE REPAIRS	R&M-Gate	001-546034-53904	\$525.00
Check Total							\$525.00
CHECK # 6051							
04/05/22	Vendor	LANDSCAPE MAINTENANCE	166671	IRR REPAIRS 3/22/22	R&M-Irrigation	001-546041-53902	\$40.00
Check Total							\$40.00
CHECK # 6052							
04/05/22	Vendor	METRO PUMPING SYSTEMS INC	49131	INSTALL FLOW METER FOR WELL	R&M-Phase III	001-546320-53902	\$3,021.00
04/05/22	Vendor	METRO PUMPING SYSTEMS INC	49132	TIMER FOR MAIN PUMP	R&M-Phase III	001-546320-53902	\$984.50
04/05/22	Vendor	METRO PUMPING SYSTEMS INC	48809-BAL	REPL WELL PUMP , MOTOR, & CONTROL PNL FINAL PAYMNT	R&M-Phase III	001-546320-53902	\$9,680.18
Check Total							\$13,685.68
CHECK # 6053							
04/05/22	Vendor	ROBERT ETHELTON	040122-A REIMB	OFFICE SUPPLIES	Supplies - Misc.	001-552061-57204	\$32.09
Check Total							\$32.09
CHECK # 6054							
04/13/22	Vendor	ROBERT ETHELTON	040122-B REIMB	ELECTRICAL REPAIRS	Electricity - General	001-543006-57204	\$269.00
Check Total							\$269.00
CHECK # 6055							
04/14/22	Vendor	FEDEX	7-713-49216	MAR POSTAGE	Postage and Freight	001-541006-51901	\$12.46
Check Total							\$12.46
CHECK # 6056							
04/14/22	Vendor	METRO PUMPING SYSTEMS INC	49221	REPLACE ARV ON WELL	R&M-Phase III	001-546320-53902	\$464.69
Check Total							\$464.69
CHECK # 6057							
04/14/22	Vendor	NORTH PORT SOLID WASTE DISTRICT	040222-191620	REFUSE REMOVAL 2/28-3/31/22	R&M-Community Maintenance	001-546125-57220	\$72.00
Check Total							\$72.00

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 04/01/22 to 04/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 6058							
04/14/22	Vendor	SOLITUDE LAKE MANAGMENT	PI-A00788362	BIOLOGICAL AUGMENTATION SVCS APRIL 2022	Contracts-Lakes	001-534084-53916	\$143.00
04/14/22	Vendor	SOLITUDE LAKE MANAGMENT	PI-A00788361	LAKE/POND MGMT SVCS APRIL 2022	Contracts-Lakes	001-534084-53916	\$128.75
Check Total							\$271.75
CHECK # 6059							
04/21/22	Vendor	CLEANING -4-YOU INC	1193	CLUBHOUSE CLEANING MARCH 2022	Contracts-Cleaning Services	001-534082-57204	\$1,080.00
Check Total							\$1,080.00
CHECK # 6060							
04/21/22	Vendor	ENVERA	713694	CCTV/AMENITIES SEC SVCS MAY 2022	Prepays	155000	\$7,232.27
Check Total							\$7,232.27
CHECK # 6061							
04/21/22	Vendor	SOUTH FLORIDA LANDSCAPE	9123	LANDSCAPE LIGHTING RENEWAL AGRMNT	R&M-Landscape Lighting	001-546308-53902	\$1,299.00
Check Total							\$1,299.00
CHECK # 6062							
04/26/22	Vendor	BERLIN PATTEN EBLING PLLC	29956	DISPUTE OVER IRR WELL	ProfServ-Legal Services	001-531023-51401	\$10,239.35
Check Total							\$10,239.35
CHECK # 6063							
04/26/22	Vendor	CA FLORIDA HOLDINGS LLC	0004480003	NOTICE OF MEETING 3/16/22	Legal Advertising	001-548002-51301	\$146.45
Check Total							\$146.45
CHECK # 6064							
04/26/22	Vendor	GRAU & ASSOCIATES	22222	AUDIT FYE 9/30/21	Auditing Services	001-532002-51301	\$1,700.00
Check Total							\$1,700.00
CHECK # 6065							
04/28/22	Vendor	JMT	18-190116	ENGG SVCS THRU MAR 2022	ProfServ-Engineering	001-531013-51501	\$3,370.00
Check Total							\$3,370.00
ACH #DD02246							
04/06/22	Vendor	COMCAST BUSINESS - ACH	031522-5986 ACH	BILL PRD 3/19-4/18/22	Communication - Telephone	001-541003-53904	\$108.85
ACH Total							\$108.85
ACH #DD02247							
04/01/22	Vendor	FPL - ACH	032122 ACH	-BILL PRD 2/18-3/21/22	Electricity - Streetlighting	001-543013-53903	\$184.55
04/01/22	Vendor	FPL - ACH	032122 ACH	-BILL PRD 2/18-3/21/22	Electricity - Irrigation	001-543033-53903	\$144.92
04/01/22	Vendor	FPL - ACH	032122 ACH	-BILL PRD 2/18-3/21/22	Electricity - Gate	001-543031-53903	\$353.98
04/01/22	Vendor	FPL - ACH	032122 ACH	-BILL PRD 2/18-3/21/22	Electricity - General	001-543006-57204	\$389.92
ACH Total							\$1,073.37

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 04/01/22 to 04/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD02248							
04/14/22	Vendor	VALLEY NATIONAL BANK - CC	030322-1335 ACH	MARCH PURCHASES	LIGHTS FOR COM CTR	001-546337-57204	\$228.73
04/14/22	Vendor	VALLEY NATIONAL BANK - CC	030322-1335 ACH	MARCH PURCHASES	PUMPHOUSE LOCK	001-546125-57220	\$17.88
04/14/22	Vendor	VALLEY NATIONAL BANK - CC	030322-1335 ACH	MARCH PURCHASES	REWIRE POOL PUMP	001-546074-57220	\$319.00
04/14/22	Vendor	VALLEY NATIONAL BANK - CC	030322-1335 ACH	MARCH PURCHASES	REPLACE FAN IN LADIES ROOM	001-546074-57220	\$689.00
04/14/22	Vendor	VALLEY NATIONAL BANK - CC	030322-1335 ACH	MARCH PURCHASES	INSTALL SPOT LIGHTS @ COM CTR	001-546337-57204	\$484.00
04/14/22	Vendor	VALLEY NATIONAL BANK - CC	030322-1335 ACH	MARCH PURCHASES	TIMER FOR FLOOD LIGHTS/WALL LIGHTS	001-546337-57204	\$875.00
04/14/22	Vendor	VALLEY NATIONAL BANK - CC	030322-1335 ACH	MARCH PURCHASES	ANNUAL CASH BACK AWARD	369900	(\$119.00)
ACH Total							\$2,494.61
ACH #DD02249							
04/12/22	Vendor	TECO PEOPLES GAS - ACH	032222-4685 ACH	BILL PRD 2/17-3/17/22	Utility - Gas	001-543019-57220	\$16.07
ACH Total							\$16.07
ACH #DD02250							
04/04/22	Vendor	FRONTIER - ACH	031022-9035 ACH	BILL PRD 3/10-4/9/22 BACK GATE	Communication - Telephone	001-541003-53904	\$110.98
ACH Total							\$110.98
ACH #DD02252							
04/04/22	Vendor	FPL - ACH	032422 ACH	BILL PRD 2/23-3/24/22	Electricity - Streetlighting	001-543013-53903	\$96.88
ACH Total							\$96.88
ACH #DD02253							
04/13/22	Employee	JERA L. STRATTON	PAYROLL	April 13, 2022 Payroll Posting			\$742.21
ACH Total							\$742.21
ACH #DD02254							
04/13/22	Employee	ROBERT E. DITTERLINE	PAYROLL	April 13, 2022 Payroll Posting			\$570.67
ACH Total							\$570.67
ACH #DD02255							
04/19/22	Vendor	FRONTIER - ACH	032522-6750 ACH	3/25-4/24/22 GRD HSE	Communication - Telephone	001-541003-53904	\$198.50
ACH Total							\$198.50
ACH #DD02256							
04/19/22	Vendor	NORTH PORT UTILITIES - ACH	032922 ACH	BILL PRD 2/18-3/18/22	Utility - Water & Sewer	001-543021-57204	\$271.82
04/19/22	Vendor	NORTH PORT UTILITIES - ACH	032922 ACH	BILL PRD 2/18-3/18/22	Utility - Water & Sewer	001-543021-53904	\$51.80
ACH Total							\$323.62
ACH #DD02257							
04/15/22	Vendor	FRONTIER - ACH	032222-0808 ACH	BILL PRD 3/22-4/21/22 COM CTR	Utility - Other	001-543004-57204	\$435.48
ACH Total							\$435.48

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 04/01/22 to 04/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD02258							
04/27/22	Employee	JERA L. STRATTON	PAYROLL	April 27, 2022 Payroll Posting			\$736.11
ACH Total							<u>\$736.11</u>
ACH #DD02259							
04/27/22	Employee	ROBERT E. DITTERLINE	PAYROLL	April 27, 2022 Payroll Posting			\$617.94
ACH Total							<u>\$617.94</u>
ACH #DD02265							
04/25/22	Employee	JANET GUYER	PAYROLL	April 25, 2022 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02266							
04/25/22	Employee	RICHARD F. BURKE	PAYROLL	April 25, 2022 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02267							
04/25/22	Employee	JEFFREY A. BRALL	PAYROLL	April 25, 2022 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02268							
04/25/22	Employee	ROBERT D. ETHELTON	PAYROLL	April 25, 2022 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
Account Total							<u>\$49,659.28</u>

Projected Cash Flow
For the Period Ending September 30, 2022

	PROJECTED MAY	PROJECTED JUNE	PROJECTED JULY	PROJECTED AUGUST	PROJECTED SEPTEMBER
REVENUE					
INTEREST - INVESTMENTS	250	250	250	250	250
INTEREST - TAX COLLECTOR	83	83	83	83	83
SPECIAL EVENTS	83	83	83	83	83
RENTS OR ROYALTIES	42	42	42	42	42
SPECIAL ASSMNTS - ON ROLL (Residential)	39,212	-	-	-	-
SPECIAL ASSMNTS - ON ROLL (Bobcat Village)	5,622	-	-	-	-
SPECIAL ASSMNTS - DISCOUNT	-	-	-	-	-
OTHER MISC. REVENUE	167	167	167	167	167
GATE BAR CODE/REMOTES	167	167	167	167	167
TOTAL REVENUE	45,625	791	791	791	792
EXPENDITURES					
ADMINISTRATIVE					
P/R-BOARD OF SUPERVISORS	1,000	1,000	1,000	1,000	1,000
FICA TAXES	77	77	77	77	77
PROFSERV-ENGINEERING	1,667	1,667	1,667	1,667	1,667
PROFSERV-LEGAL SERVICES	1,250	1,250	1,250	1,250	1,250
PROFSERV-TRUSTEE	-	-	-	-	-
AUDITING SERVICES	-	-	-	-	-
INSURANCE-GENERAL LIABILITY	-	-	-	-	-
LEGAL ADVERTISING	83	83	83	83	83
MISCELLANEOUS SERVICES	142	142	142	142	142
MISC-ASSESSMENT COLLECTION COST	-	-	-	-	-
MISC-WEB HOSTING	159	159	159	159	159
ANNUAL DISTRICT FILING FEE	-	-	-	-	-
TOTAL ADMINISTRATIVE	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
PROFSERV-SPECIAL ASSESSMENT	-	-	-	-	-
PROFSERV-E-MAIL MAINTENANCE	167	167	167	167	167
POSTAGE AND FREIGHT	17	17	17	17	17
PRINTING AND BINDING	83	83	83	83	83
OFFICE SUPPLIES	42	42	42	42	42
TOTAL OTHER GENERAL GOV'T SVCS	4,729	4,729	4,729	4,729	4,729
LANDSCAPE					
CONTRACTS-LANDSCAPE	11,837	11,837	11,837	11,837	11,837
R&M-IRRIGATION	833	833	833	833	833
R&M-LANDSCAPE RENOVATIONS	833	833	833	833	833
R&M-PLANT REPLACEMENT	333	333	333	333	333
R&M-LANDSCAPE LIGHTING	250	250	250	250	250
R&M-PHASE III	12	12	12	12	12
R&M-HOLIDAY LIGHTING	-	-	-	-	-
TOTAL LANDSCAPE	14,098	14,098	14,098	14,098	14,098
UTILITY					
ELECTRICITY-STREETLIGHTING	525	525	525	525	525
ELECTRICITY-GATE	458	458	458	458	458
ELECTRICITY-IRRIGATION	208	208	208	208	208
TOTAL UTILITY	1,191	1,191	1,191	1,191	1,191
GATEHOUSE					
CONTRACTS-SECURITY SERVICES	7,232	7,232	7,232	7,232	7,232
COMMUNICATIONS-TELEPHONE	345	345	345	345	345
UTILITY-WATER/SEWER	71	71	71	71	71
R&M-GATE	167	167	167	167	167
R&M-ACCESS AND SURVEYANCE SYSTEM	92	92	92	92	92
MISC-BAR CODES	333	333	333	333	333
OP SUPPLIES - GATEHOUSE	42	42	42	42	42
CAPITAL OUTLAY	-	-	-	-	-
TOTAL GATEHOUSE	7,096	7,096	7,096	7,096	7,096

Projected Cash Flow
For the Period Ending September 30, 2022

	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
R&M-LAKES	833	833	833	833	833
R&M-ROAD CLEANING	348	348	348	348	348
R&M-SEAL COATING	964	964	964	964	964
R&M-SIDEWALKS	583	583	583	583	583
R&M-STORMWATER SYSTEM	833	833	833	833	833
R&M-INVASIVE PLANT MAINTENANCE	167	167	167	167	167
R&M-STREET/GUTTER REPAIRS	-	-	-	-	-
MISCELLANEOUS SERVICES	417	417	417	417	417
RESERVE - LAKES					
TOTAL LAKES AND ROADS	7,146	7,146	7,146	7,146	7,146
COMMUNITY CENTER					
PAYROLL-HOURLY	1,813	1,813	1,813	1,813	1,813
FICA TAXES	139	139	139	139	139
CONTRACTS-OTHER SERVICES	125	125	125	125	125
CONTRACTS-CLEANING SERVICES	1,042	1,042	1,042	1,042	1,042
UTILITY-OTHER	450	450	450	450	450
ELECTRICITY - GENERAL	450	450	450	450	450
UTILITY-WATER & SEWER	400	400	400	400	400
INSURANCE-PROPERTY	-	-	-	-	-
R&M-PEST CONTROL	-	-	138	-	-
R&M-TENNIS COURT	42	42	42	42	42
R&M-FITNESS EQUIPMENT	542	542	542	542	542
R&M-MAINTENANCE	333	333	333	333	333
MISC.-CONTINGENCY	333	333	333	333	333
CLEANING SERVICES	67	67	67	67	67
SUPPLIES - MISC.	333	333	333	333	333
TOTAL COMMUNITY CENTER	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
FICA TAXES	140	140	140	140	140
CONTRACTS-POOLS	671	671	671	671	671
UTILITY - GAS	58	58	58	58	58
UTILITY - WATER & SEWER	567	567	567	567	567
R&M-POOLS	367	367	367	367	367
R&M - VEHICLES	133	133	133	133	133
R&M-COMMUNITY MAINTENANCE	1,042	1,042	1,042	1,042	1,042
R&M-PRESSURE REDUCING VALVES	167	167	167	167	167
TOTAL POOL AND MAINTENANCE	4,978	4,978	4,978	4,978	4,978
TOTAL EXPENDITURES	49,685	49,685	49,823	49,685	49,685
EXCESS OF REVENUES OVER (UNDER) EXP	(4,060)	(48,894)	(49,032)	(48,894)	(48,893)
NET CHANGE IN FUND BALANCES					
ESTIMATED BEGINNING CASH BALANCE	250,789	213,193	173,158	132,985	92,949
ADD: AR AND PREPAID ITEMS	7,232	8,859	8,859	8,859	8,859
ADD: MATURED CD	-	-	-	-	-
LESS: PURCHASE CD	-	-	-	-	-
LESS: CURRENT LIABILITIES as of 04/30/2022	(40,768)	-	-	-	-
ESTIMATED ENDING CASH BALANCE	213,193	173,158	132,985	92,949	52,915
ADD: MONEY MARKET INVESTMENT	1,027,242	1,027,242	1,027,242	1,027,242	1,027,242
ADD: CD INVESTMENT BALANCE	-	-	-	-	-
LESS: ESTIMATED ASSIGNED RESERVES	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)	(1,039,675)
ESTIMATED CASH/INVESTMENT BALANCE					
ENDING-UNASSIGNED	200,760	160,725	120,552	80,516	40,482

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

4C

**Bobcat Trail CDD
Infrastructure/Asset Committee Meeting Minutes
May 3, 2022 at 3:00 pm**

The meeting was called to order by Paul Fisher at 3:00 PM on May 3, 2022

ROLL CALL: Present were Jeff Brall, Paul Fisher, Dick Burke, Janet Guyer, and Bob Etherton

APPROVAL OF AGENDA: The agenda was amended to include Barrier and Generator discussion under new business and discussion of the sink hole as item f) under old business.

PUBLIC COMMENTS: None

OLD BUSINESS:

- a) **Policies and Procedures**---We are almost done with the updating of the Policy and Procedures. A few updates will be completed and it will put it on the May 19, 2022 CDD meeting agenda for final comments before adoption.
- b) **Golf Course Status**—Justin Faircloth informed me that he did not have any detailed or documented requests from the golf course for repayment of the electrical that has been paid by the golf course for the pool. We did note that the CDD found out in 2017 that they had been paying for the clubhouse water, and asked for a token amount of repayment to make things correct. That amount paid by the golf course to the CDD was \$2,370. The water was then separately metered for the clubhouse and the CDD.
- c) **Well and Pump House**—Everything is working fine. The volume of water being pumped is down a little and we attribute this to a drop in the ground level water. The pump house is working but we are getting estimates for some updating of the system.
- d) **Electric Power to Pool**—The pool power has been out for awhile and we do not know the exact reason for this. We have two companies working on giving us estimates to run our own electric power for the pool area. This would allow us to disconnect from the clubhouse electrical. This situation dictates that the pool remains closed for the time being until we can correct the electrical systems. The community can still use the Villas pool during certain hours and this has helped a lot.
- e) **RFP for Phase 3 Paving**—We will approve, at the May CDD meeting, the choice of the vendor to do the next phase of road maintenance.

Pg 2 May 3, 2022 I/A meeting minutes

f) Sink Hole discussion—The sink hole has opened again so we need to have someone excavate the sink hole to determine the cause of the problem. Janet Guyer will contact the CDD engineer to get a suggestion for a vendor to do this.

6. NEW BUSINESS

1) Barrier arm and generator discussion—We will replace some exit arms on the Envera system to make them all more uniform. They will all have lights of the arms. We will approve this expense at the May 22, 2022 CDD meeting.

It is felt that that while a generator for the community center would be a good idea the expense, at this time, would be too great. We will revisit the subject another time.

a) Resident emails, comments, and concerns—

There was a comment to a supervisor about Envera entry taking too long at the gate.

There was request for car stickers from someone living at a resident's home.

New stop signs were obtained after a resident suggested we should replace some of them

7. Supervisors Comments and Updates—

Dick Burke mentioned the e mail from Doug McNamee concerning the situation with the pool and the water problem in 2017. He also commented that we should have a deed for the pool when it was given to the CDD by the developer. We will ask our district manager about this?

Jeff Brall commented that the pump house shut down on its own recently and he reset it.

8. Public Comments—

It was suggested we check with FPL about their policy of others charging a 3rd party for electric already paid.

There was an inquiry about if the CDD has any control over the golf course.

There was a comment that some residents don't understand the difference between the CDD and the HOA

9. Adjournment-- The meeting was adjourned at 4:35

Submitted by: Paul Fisher

4E.



PO Box 267
Seffner, FL 33583
O: 813-757-6500
F: 813-757-6501

Estimate

Submitted To:

Bobcat Trail CDD
1352 Bobcat Trail
Northport, FL 34288

Controller # 7 - commercial area

Date	4/26/2022
Estimate #	77282
LMP REPRESENTATIVE	
JL-SI	
PO #	
Work Order #	

DESCRIPTION	QTY	COST	TOTAL
Install / Replace A2C75DP75-ST Decoder Plastic Wall Mount Controller	1	1,740.00	1,740.00
Install / Replace A2CLTEHunter ACC2 Cellular Connection Module	1	770.00	770.00
Install / Replace WSSSENHunter Solar Sync ET/Rain/Freeze Sensor Wireless	1	220.00	220.00
Install / Replace Hunter ICD100 Hunter 1 station decoder	24	175.00	4,200.00
Install / Replace 14 x 19 x 24 inch valve box	24	85.00	2,040.00
Install / Replace Rainbird 24V Solenoid	4	65.00	260.00
ID1 Hunter 2-wire decoder cable	100	1.40	140.00
Labor: 1 man @ \$ 60.00 per hour	3	60.00	180.00
Upgrade system with Hunter 2-wire technology.			

TERMS AND CONDITIONS:

TOTAL	\$9,550.00
--------------	-------------------

LMP reserves the right to withdraw this proposal if not accepted within 21 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

DATE

Fifth Order of Business

5A

**BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

**Rules
Policies
and
Procedures**

Version 15

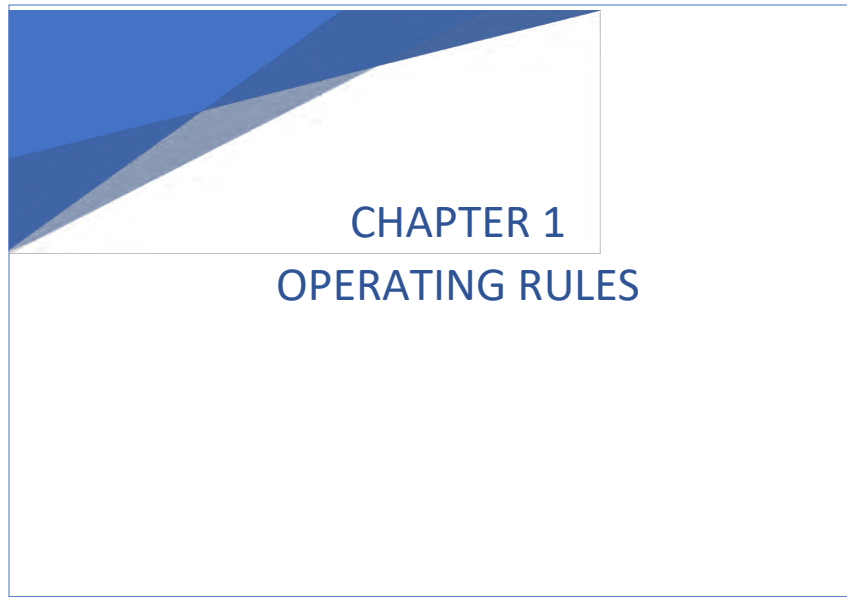
Adopted September 6, 2018

Updated May 3, 2022

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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 seven (7) 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 Comments
 - 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 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. Finance Supervisor
 - 3.11.4. Golf Liaison
 - 3.11.5. Lakes and Roads Supervisor
 - 3.11.6. Maintenance Supervisor
 - 3.11.7. Facilities Supervisor
 - 3.11.8. HOA Liaison
 - 3.11.9. Commercial Properties
 - 3.12. Public Comment Period
 - 3.13. 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.

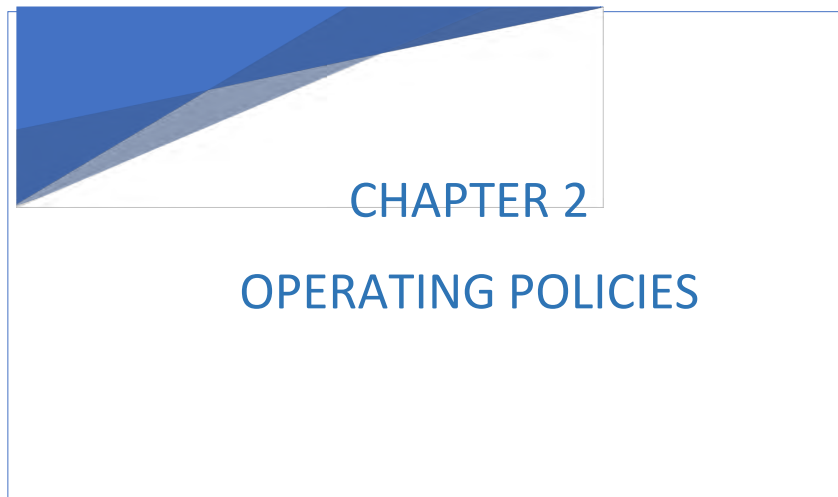
The hearing officer shall, within thirty (30) calendar days after the hearing or thirty (30) calendar days after receipt of the hearing transcript if a transcript is prepared, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at 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.



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/ voting 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.

1.4. 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. 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.

1.6.5. 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. Finance Supervisor Assignments

2.3.3.1. 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. 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.

2.3.3.3. 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.

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

2.3.3.5. Policy and Procedure Maintenance and Updates

2.3.4. Lakes and Roads Supervisor:

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

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

2.3.4.3. SWFWMD: Permitting adherence.

2.3.4.4. 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.

2.3.4 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, 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.

2.3.4.4 Maintenance and repair of CDD wells including maintenance and repair of CDD irrigation wells

2.3.5. Facilities Supervisor

2.3.5.1 Fitness Center: Maintenance and repair of equipment.

2.3.5.2 Community Center: Maintenance and repair of building.

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

2.3.5.4 Community Access (Envera or subsequent vendor), managed access gates and security cameras

3.0 Additional Duties

3.1 Newsletter Editor: Collection of newsworthy articles and topics from the Board of Supervisors and the CDD Committee chairs as directed by the Board of Supervisors.

3.2 Master HOA Liaison

3.3 Commercial Properties Liaison

3.4 Fairway Commons Liaison

3.5 Villas Liaison

3.6 Golf Course Liaison

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.
- 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 to receive vehicle decals.

1.1.4. Only vehicles with stickers may utilize the rear gate

1.1.5. 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.

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

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

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

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

1.1.10. 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, drivers license etc.). The registration form must be completed prior to obtaining a vehicle sticker. **All denials of vehicle stickers will be referred to a Board Supervisor immediately for resolution**
- 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 his 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 (see Fee Schedule).
- 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.
- 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 with stickered vehicles 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. Any questions may be referred to the CDD Supervisor.

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 the District roads; structural repair and replacement are the responsibility of the CDD. Sidewalks associated with the homeowner's driveway; repair and replacement are the responsibility of the property owner or predecessor in title. General maintenance, (cleaning, etc) in front of homes, is the responsibility of the homeowner. The homeowner is responsible to maintain any sidewalk altered by stain, whether approved by the Bobcat Trail HOA Architectural Control Committee or not. If the CDD finds it necessary to repair or replace a stained sidewalk, the CDD will only be responsible for the repair/replacement. It will be the homeowner's responsibility to stain the repair/replacement to match the existing stained sidewalk.

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: Member Policies

1. Member

1.1. Property Owners: (homeowners, villa owners, landowners) must be registered with the CDD Office.

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 the 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.

2.2 Family Social Membership: A membership for those residing in the same household up to the 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 Membership year is October 1 through September 30. There is no pro-ration.
- 2.5 Application 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(s) 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 policies, 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 residents 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 may be directed to the CDD Supervisor

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 Member Policy, Chapter 2, Section 5).
- 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 Member Policy Chapter 2, Section 5)

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 (See Appendix) 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, 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: Decorations are limited to tabletop. 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 "Community Center Room Request" form 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 (see fee schedule for website) 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 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 (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. 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 is a private party, 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.

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 and exited by 11:30 P.M., unless approved in advance. If the Hosts 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 (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 have all applicable waivers (See Appendix) signed by a parent or guardian (who must be at least 18 years of age) in order 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 cardio 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.

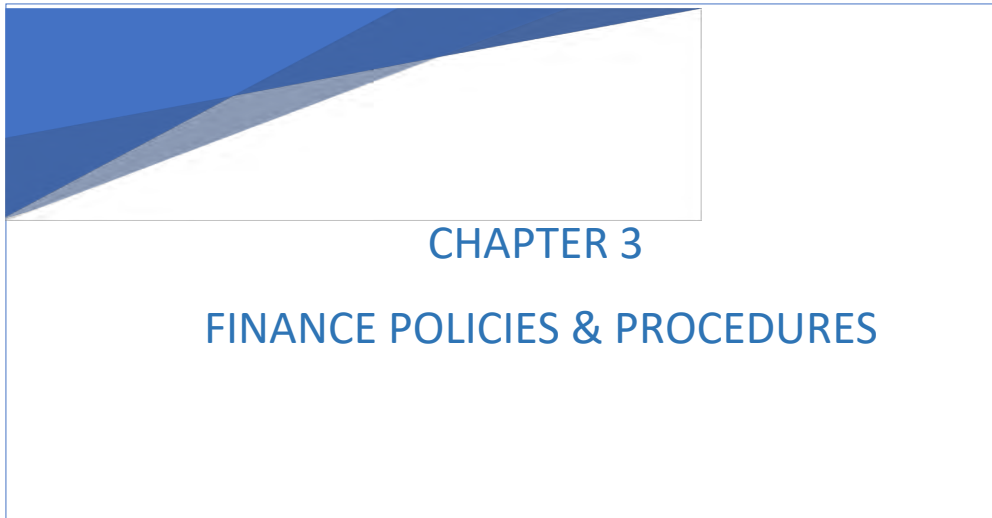
3.5.2. EMERGENCY: A telephone is located in the Fitness Room. In an emergency, call 911 or the North Port Police: 429-7300, Option #1.

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

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 and Supervisors are to submit a proposed budget to the Finance Supervisor for consolidation and submission to the 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.
- 3.1.2. Copy of prior Fiscal Budget and Appropriate Cost Center Financial reports for the respective Cost Center shall be provided.
- 3.1.3. Chart of Accounts shall be provided.

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 to assist in identification and tracking of major project activities.
 - 3.2.1.3. Prepare Budget Requests ensuring that all expense items are identified and included in the budget.
 - 3.2.2. The Finance Supervisor will be available to assist with any questions regarding the preparation and classification of expense items during scheduled I/A or CDD meetings.
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 Statue 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. 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 invoice documents to the following email address:

Email: Inframark@Avidbill.com

2.1.2. The designated approvers review and approve/reject invoices through the Inframark Avid Exchange System.

2.1.2.1. Approve the document for payment, assign the account code.

2.1.2.2. Reject the document, follow the dispute invoice procedure in AvidExchange.

2.1.3. Coding errors get referred to Inframark for resolution

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 procedure designated by the Management Company.

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 Management Company.

- 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 \$2,000 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 \$5,000 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. A Board member is authorized to make expenditures of \$2,000 or less.
 - 6.1.5.3. Expenditures greater than \$2,000 require approval by the chairperson.
 - 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
		\$2000-	\$2000+	
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	Lakes & Roads Supervisor		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.			
Facilities and Security	Facilities Supervisor		CDD Vice Chairperson	CDD Finance Supervisor
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

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**

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 CONTRATOR AGREEMENT

This agreement is for services pertaining to the Bobcat Trail Community Center by:

Name of Instructor: _____

The services that will be provided to the residents will be classes on _____.

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 Bobcat Trail Community Center office.

The relationship between _____ and Bobcat Trail Community Center is an Independent Contractor and not an employer-employee relationship.

Any problems that arise shall be reported to the **Facilities Supervisor or any CDD Supervisor immediately.**

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 services that **they** perform.

I herewith agree to indemnify and forever hold harmless the CDD, its officers, supervisors, employees 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 Approval:

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

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 Required _____
 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 user's expense.

	(CIRCLE)		(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	Walls Removed	Yes or No
Warming Oven	Yes or No	Other _____	

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 the 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: _____ Date: _____

Charge for use of Community Center: _____

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

BOBCAT TRAIL CDD -- RULES POLICIES AND PROCEDURES

Community Center Fee Schedule

Vehicle Stickers	\$10 each	First-time members receive 2 free stickers
------------------	-----------	---

FOBS	\$25 each	First-time members receive 2 free FOBS
------	-----------	---

Community Center Room Reservation – MEMBERS	No charge for room. \$50 refundable Cleaning Deposit	Community Events open to ALL MEMBERS
--	--	---

Community Center Room Rental – MEMBER	\$100 for 4 hours plus \$50 refundable Cleaning Deposit	MEMBERS Private Event
--	---	-----------------------

Alcohol Insurance	https://gatherguard.com	Online Registration
-------------------	---	---------------------

Social Membership	\$1,839.39 + 20% surcharge for administration	
-------------------	---	--

INDEPENDENT CONTRATOR AGREEMENT

This agreement is for services pertaining to the Bobcat Trail Community Center by:

Name of Instructor: _____

The services that will be provided to the residents will be classes on _____.

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 Bobcat Trail Community Center office.

The relationship between _____ and Bobcat Trail Community Center is an Independent Contractor and not an employer-employee relationship.

Any problems that arise shall be reported to the **Facilities Supervisor or any CDD Supervisor immediately.**

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 services that **they** perform.

I herewith agree to indemnify and forever hold harmless the CDD, its officers, supervisors, employees 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 Approval:

By: _____

Its: _____ Date: _____
(Title or Position:)

5B

Qualifying to Run for Office

2022 Qualifying Dates

Noon, June 13, 2022 – Noon, June 17, 2022

What happens when you go to the Supervisor of Elections office to qualify? You will file a loyalty oath, a financial disclosure Form 1 and either pay the \$25 qualifying fee or file a certification for 25 signatures.

Qualifying Fees

\$25.00 (Unless qualifying by petition)

Qualifying by Petition

In order to qualify by petition and thereby have the qualifying fee waived, a person needs to gather the signatures of 25 qualified voters residing within the Bobcat Trail CDD. The Division of Elections has prescribed the format of the petition, a copy of which is attached.

The deadline to submit petitions to the Supervisor of Elections is **Noon, May 16, 2022.** (Candidates must still qualify during the candidate qualifying period.) Please note that petitions may be submitted prior to the deadline.

There is a verification fee of \$.10 per signature to ensure the signers are valid residents within the CDD. Cash is accepted. The Supervisor of Elections recommends bringing your petitions in person.

If you want to campaign, you are permitted to do so as long as you do not expend any funds. If you are going to expend money for signage, business cards, etc., even if it is your own money, you must open a campaign account and will need to file the required forms. You will also need to appoint a campaign treasurer and designate a campaign depository. If campaigning, signatures may not be obtained until the candidate has filed his or her appointment of campaign treasurer and designation of campaign depository.

The District shall publish a notice of the qualifying period set by the Supervisor of Elections for each election at least two weeks prior to the start of the qualifying period.

Contact the Supervisor of Elections for more specific information on qualifying by petition.

Qualifying Officers

The Qualifying Officer for Special District Offices is the Supervisor of Elections.

Sarasota County Supervisor of Elections

Ron Turner

Terrace Building

101 South Washington Boulevard

Sarasota, Florida 34236

(941) 861-8600

www.sarasotavotes.gov

CANDIDATE PETITION

Notes: - All information on this form becomes a public record upon receipt by the Supervisor of Elections.
 - It is a crime to knowingly sign more than one petition for a candidate. [Section 104.185, Florida Statutes]
 - If all requested information on this form is not completed, the form will not be valid as a Candidate Petition form.

I, _____ the undersigned, a registered voter
 (print name as it appears on your voter information card)

in said state and county, petition to have the name of _____
 placed on the Primary/General Election Ballot as a: [check/complete box, as applicable]

☐ Nonpartisan ☐ No party affiliation ☐ _____ Party candidate for the office of

 (insert title of office and include district, circuit, group, seat number, if applicable)

Date of Birth or Voter Registration Number
 (MM/DD/YY)

Address

City

County

State

Zip Code

Signature of Voter

Date Signed (MM/DD/YY)
 [to be completed by Voter]

5C

From: Serra, Alexandra <ASerra@jmt.com>
Sent: Wednesday, April 20, 2022 1:58 PM
To: Dvorak, Robert <RDvorak@jmt.com>
Subject: Bobcat Trail Phase 3 RFP Proposals

Robert,

Below is a quick table showing where the bids came in at for Bobcat Trail Phase 3 Asphalt and Curb Project. Attached are the combined bids in the same order. Of the proposals received, four companies bid on both projects. ACPLM, APEX, and Rose were all within 3k of one another.

<u>Bobcat Trail Phase 3 Asphalt and Concrete RFP Comparison</u>				
<u>Company</u>	<u>Contact</u>	<u>Asphalt</u>	<u>Concrete</u>	<u>Total</u>
ACPLM	Joel Samon	\$ 133,599.00	\$ 42,309.00	\$ 175,908.00
APEX	Richard Ostrander	\$ 129,260.00	\$ 44,942.00	\$ 174,202.00
Rose	Mike Kampschnieder	\$ 124,739.79	\$ 48,140.74	\$ 172,880.53
Cobb	Clay Cobb	\$ 237,136.89	\$ 59,941.30	\$ 297,078.19
Superior Sealers	Paul Florestal	\$ 119,985.51	-	
AJAX	Lauren Taylor	\$ 157,008.00	-	
FAC	Nick Szabo	-	\$ 52,212.00	

Thanks,

Johnson, Mirmiran & Thompson, Inc.
 An Employee-Owned Company

Alexandra Serra
 Water Resources

2000 East 11th Avenue, Suite 300
 Tampa, FL 33605
 D. (813) 868-6182
aserra@jmt.com



Please consider the environment before printing this e-mail

April 7, 2022

Proposal #13893422

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmiran & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

**PROPERTY IMPROVEMENTS
PHASE 3**

Concrete Miami Gutter Repairs

Scope of work:

1. Saw cut and remove damaged concrete Miami Gutter in 55 areas totaling approximately 755 linear feet (concrete saws must be used in conjunction with water to avoid dust accumulating).
2. Demo 1 sidewalk panel at entrance to Bobcat trail.
3. Saw cut and remove surface tree roots that are affecting the gutter structure.
4. Haul debris from site.
5. Pour new concrete Miami Gutter in 55 areas totaling approximately 755 linear feet using 3,000 psi concrete reinforced with commercial fiber mesh.
6. Pour 1 sidewalk panel at entrance to Bobcat trail.
7. Apply a broom finish and apply control joints as required.

Labor and Material for Concrete Repairs - \$42,309.00

**Mill 1.5", Pave 1.5" of New SP-9.5 Hot Mix Asphalt and Stripe
71,055 square feet/ 7,895 square yards**

Scope of work:

1. Cold mill and remove 1.5" of asphalt from 6 areas totaling approximately 7,895 square yards.
2. Haul millings from the job site.
3. Power sweep and clean the entire milled area.
4. Pre-base all low areas with asphalt and tack where necessary.
5. Pave using Type SP-9.5 hot mix asphalt compacted to 1.5" in an area totaling 7,895 square yards.
6. Roll and compact with steel drum and rubber tire traffic rollers for a smooth finish.
7. Layout and stripe to match the existing layout using DOT approved latex paint to include 6 white stop bars with reflective glass beads and blue road reflectors.

Labor and Material for Mill, Pave and Striping - \$133,599.00



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net
www.sealcoatingamerica.com



P.O. Box 6412
Sun City Center, FL 33571

April 7, 2022

Proposal #13893422

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmiran & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

**PROPERTY IMPROVEMENTS
PHASE 3**

- *Pricing Includes M.O.T./Flagmen**
- *Pricing Includes Port A Let for Crew**
- *Pricing Includes Permitting**

Notes:

- *DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, MATERIAL PRICES ARE SUBJECT TO POTENTIAL MONTHLY, WEEKLY OR DAILY CHANGES. SHOULD THIS SITUATION ARISE, ACPLM WILL PROVIDE DOCUMENTATION OF MATERIAL ADJUSTMENT(S). A BILLABLE CHANGE ORDER MAY BE REQUIRED DUE TO THESE CHANGES.
- *PROPOSAL IS BASED ON INFORMATION RECEIVED FROM CUSTOMER. ADDITIONAL LABOR AND MATERIAL CHARGES MAY APPLY IF UPON ARRIVAL THE SCOPE OF WORK AND ACTUAL JOB SITE ARE NOT CONSISTENT WITH INFORMATION RECEIVED FROM CUSTOMER.
- *WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.
- *PRICE IS GOOD ONLY IF ACPLM HAS FULL AND UNRESTRICTED ACCESS TO THE WORK AREA TO INCLUDE A STAGING AREA FOR THE DURATION OF THE PROJECT. NOT HAVING FULL AND UNRESTRICTED ACCESS TO THE WORK AREA TO INCLUDE A STAGING AREA FOR THE DURATION OF THE PROJECT CAN RESULT IN ADDITIONAL WORK AND/OR MOBILIZATIONS WHICH SHALL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *WORK TO BE DONE ON WEEKDAYS IN DAYLIGHT HOURS.
- *PROPOSAL DOES NOT INCLUDE THERMOPLASTIC PAINT, TESTING, LANE CLOSURE, IMPACT FEES, SURVEYING, AS-BUILTS, EROSION CONTROL, SHOP DRAWINGS AND ENGINEERING. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *ACPLM IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES TO INCLUDE PUBLIC UTILITIES AND PRIVATE UTILITIES SUCH AS, BUT NOT LIMITED TO, IRRIGATION, PHONE AND CABLE LINES. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL OF THESE TYPES OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *ADDITIONAL ASPHALT USED FOR LEVELING LOW AREAS IS NOT INCLUDED INTO THE PROPOSAL AMOUNT. OVERAGES ON ASPHALT DUE TO LEVELING OF LOW AREAS WILL BE BILLED TO CUSTOMER AND PAID FOR AT THE UNIT PRICE OF \$120.00 PER LEVELING TON.
- *ASPHALT PLACED BY HAND WILL HAVE A DIFFERENT TEXTURE AND APPEARANCE THAN MECHANICALLY LAID ASPHALT.



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April 7, 2022

Proposal #13893422

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmiran & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

**PROPERTY IMPROVEMENTS
PHASE 3**

Notes continued:

- * ASPHALT THAT IS REQUIRED TO COME UP THICKER THAN 1.5" WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER TO COMPENSATE FOR THE EXTRA LABOR, TRUCKING AND MATERIAL REQUIRED TO COMPLETE THE WORK.
- * ACPLM CANNOT BE HELD RESPONSIBLE FOR REFLECTIVE CRACKING OF ASPHALT DUE TO EXISTING CRACKS.
- * NOT INCLUDED IN ABOVE SCOPE OF WORK IS ANY SELECT FILL MATERIAL.
- * NEW ASPHALT IS SUSCEPTIBLE TO SCUFFING AND MARKS UNTIL IT HAS PROPERLY CURED.
- * DUE TO THE NATURE AND SCOPE OF THIS WORK, THE LOCATION OF THIS WORK, THE MATERIAL, TRUCKING AND EQUIPMENT NECESSARY TO PERFORM THIS WORK, ACPLM MAY CAUSE SCUFFING AND ADVERSELY AFFECT THE AESTHETICS OF THE PAVEMENT IN AND AROUND THE WORK AREAS. ALTHOUGH EVERY EFFORT WILL BE MADE TO MINIMIZE ANY AND ALL AFFECTS, ACPLM CANNOT GUARANTEE AGAINST THEM. ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPE OF ITEMS WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- * THE ASPHALT IN THIS PROPOSAL IS RECYCLED MIX AT 110 Lb. YIELD, UNLESS OTHERWISE NOTED.
- * MATERIAL ACCEPTANCE IS BASED UPON MATERIAL LAB RESULTS FROM ASPHALT SUPPLIER.
- * PRIOR TO PAVING, A COPY OF THE ASPHALT SPECIFICATIONS, RESULTS OF BASE DENSITY TESTS WILL BE REQUIRED, OTHERWISE ANY SPECIFIC ASPHALT DENSITY REQUIREMENTS ARE WAIVED.
- * BECAUSE OF THE POTENTIAL FOR FLEXING OF THE SUB BASE IN THE FLORIDA REGION, NEW CONCRETE MAY EXPERIENCE PREMATURE CRACKING AT ANY POINT AFTER CURING BEYOND OUR CONTROL. PREMATURE CRACKING IS NOT REFLECTIVE OF POOR QUALITY OF MATERIAL OR INFERIOR WORKMANSHIP.
- * ACPLM IS NOT RESPONSIBLE FOR ANY PERSONS WHO WRITES OR DRAWS IN THE NEW CONCRETE DURING THE CONCRETES CURING TIME. A CHANGE ORDER WILL BE REQUIRED TO FIX DAMAGED AREAS CAUSED BY VANDALISM.
- * NEW CONCRETE IS SUSCEPTIBLE TO SCUFFING AND MARKS UNTIL IT HAS PROPERLY CURED.
- * IN ORDER TO ENSURE PROPER STRUCTURAL STRENGTH TO THE NEWLY POURED CONCRETE, IT IS RECOMMENDED THAT ALL TRAFFIC STAY OFF THE NEW CONCRETE FOR A MINIMUM OF 48 HOURS.
- * CUSTOMER TO HAVE TREES TRIMMED TO MAINTAIN AN AVERAGE CLEARANCE HEIGHT OF 15'. ACPLM IS NOT RESPONSIBLE FOR DAMAGE TO TREES IF CLEARANCE HEIGHT OF 15' IS NOT ACHIEVED DURING TREE TRIMMING.



Office: 813.633.0548
Fax: 813.634.2686



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www.sealcoatingamerica.com



P.O. Box 6412
Sun City Center, FL 33571

April 7, 2022

Proposal #13893422

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmiran & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

**PROPERTY IMPROVEMENTS
PHASE 3**

Notes continued:

- *AT LEAST TWO WEEKS PRIOR TO THE START OF WORK, CUSTOMER IS TO HAVE THE GRASS, VEGETATION, AND BRANCHES THAT ARE GROWING ALONG THE EDGE OF THE ROAD, TRIMMED, KILLED AND REMOVED OFF AND BEYOND THE EDGE OF THE ROAD.
- *ACPLM IS NOT RESPONSIBLE FOR LANDSCAPING, SOD, AND TREE DAMAGED OR REMOVED DURING PAVING OPERATIONS.
- *DUE TO THE ELEVATIONS IN THE EXISTING WORK AREA, IT CANNOT BE GUARANTEED THAT STANDING WATER WILL BE 100% ELIMINATED. THIS WORK WILL NOT CORRECT ANY EXISTING DRAINAGE PROBLEMS ON SITE. SLOPES WITH LESS THAN ¼ OF AN INCH OF FALL PER FOOT ARE CONSIDERED FLAT AND ACPLM WITH NOT BE RESPONSIBLE FOR PONDING OF WATER.
- *IF PROBLEMS WITH THE BASE ARE DISCOVERED DURING ASPHALT REMOVAL AND PAVING OPERATIONS, E.G. INSUFFICIENT BASE, CONTAMINATED BASE, WATER SATURATED BASE FROM UNDERGROUND WATER, AND/OR CLAY IN THE SUBGRADE, ETC., IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.
- *CUSTOMER IS RESPONSIBLE FOR REMOVING ANY MATERIALS, OBJECTS, STRUCTURES, CONTAINERS
- *DUE TO THE AGE AND POOR CONDITION OF SOME OF THE EXISTING CAR STOPS, ACPLM IS NOT RESPONSIBLE FOR CONCRETE CAR STOPS BEING BROKEN DURING PAVING OPERATIONS. ANY REPLACEMENT OF CONCRETE CAR STOPS WILL BE AN ADDITIONAL CHARGE.
- *IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR FROM THE WORK AREAS. TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.
- *BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREAS. THIS CONTRACTOR IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES, DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.
- *PERMIT FEES AND PROCUREMENT FEES ARE INCLUDED. ANY ADDITIONAL WORK, TESTING OR INSPECTIONS REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.
- *90% OF THE CONTRACT AMOUNT AND CHANGE ORDERS MUST BE PAID PRIOR TO COMPLETING PUNCH LIST ITEMS AND/OR CHANGES FOR ADDITIONAL WORK REQUIRED BY CITIES OR MUNICIPALITIES.
- *MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.



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Fax: 813.634.2686



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P.O. Box 6412
Sun City Center, FL 33571



April 7, 2022

Proposal #13893422

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmiran & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

PROPERTY IMPROVEMENTS
PHASE 3

Customer Billing Information

Thank you for choosing ACPLM. To ensure we contact the correct person for any billing correspondence and questions, please fill out the Billing Contact Information below and send back with your signed proposal. We look forward to working with you.

The terms of your contract are:

Terms: 50% Deposit Prior to Commencement, 40% Upon Substantial Completion and 10% Net 30 Days
If Paying by ACH Payment the ACH Fees Will Be Added to the Invoiced Amount Due

Acceptance of Terms – Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Bill To(Name and Address:

Job Site Name and Address:

Billing Contact Name:

Billing Phone Number:

Email Address:

ACPLM Authorized Signature _____ Joel Samon

Customer's Authorized Signature _____

Date of Acceptance _____



Office: 813.633.0548
Fax: 813.634.2686



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www.sealcoatingamerica.com



P.O. Box 6412
Sun City Center, FL 33571



April 7, 2022

Proposal #13893422

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmiran & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

**PROPERTY IMPROVEMENTS
PHASE 3**

Terms: 50% Deposit Prior to Commencement, 40% Upon Substantial Completion and 10% Net 30 Days

If Paying by ACH Payment the ACH Fees Will Be Added to the Invoiced Amount Due

ACPLM Authorized Signature Joel Samon
Joel Samon
Cell: 813 335-4445 jsamon@acplm.net

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Date of Acceptance _____

Customer's Authorized Signature _____

Terms and Condition: Payment is due in full upon project completion unless prior arrangements have been made in advance. If any legal action arises out of this agreement or breach thereof, the customer will be responsible for all attorney fees and incurred late fees. Any alteration of deviation from the above specifications involving extra costs of material or labor will be an additional charge outside of the scope listed in this proposal. Sprinkler systems on the property are to be off for the duration of the project. Customer assumes responsibility for removing all vehicles from the area outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standards practices. Any alteration or authorized deviation from the original specifications, involving extra cost, to be executed only upon receiving written change orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, weather or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. Due to the unpredictable movement of material and production costs, this proposal is good for 60 days from proposal date, after which prices are subject to change to accommodate current industry pricing.

Proposal Amount - \$175,908.00



Office: 813.633.0548
Fax: 813.634.2686



www.acplm.net
www.sealcoatingamerica.com



P.O. Box 6412
Sun City Center, FL 33571



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

April 5, 2022

Proposal #2233102

Contact

Robert Dvorak
 Phone: 813 868-6508
 rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
 2000 East 11th Avenue #300
 Tampa, Florida 33605

Job

Bobcat Trail
 1770 Bobcat Trail
 North Port, Florida 34288

PROPERTY IMPROVEMENTS

PHASE 3

Mill 1.5", Pave 1.5" of New SP-9.5 Asphalt and Stripe
68,256 square feet / 7,584 square yards

Scope of Work:

1. Secure job site with cones and barricades for resident and crew safety.
2. Cold mill and remove 1.5" of asphalt from 4 areas totaling approximately 7,584 square yards.
3. Haul millings from the job site.
4. Power sweep and clean the entire milled area.
5. Pre-base all low areas with asphalt and tack where necessary.
6. Pave using type SP-9.5 hot mix asphalt compacted to 1.5" in 4 areas totaling approximately 7,584 square yards.
7. Roll and compact with steel drum and rubber tire traffic rollers for a smooth finish.
8. Layout and stripe to match existing layout using DOT approved latex paint to include 6 white stop bars with reflective glass beads and 6 blue road reflectors.

Asphalt Repair

Scope of Work:

1. Saw cut and/or mill and remove 1 area of damaged asphalt totaling approximately 700 square feet.
2. Haul off debris from the job site..
3. Power sweep and clean the entire area.
4. Pre-base all low areas with asphalt and tack where necessary.
5. Pave using type SP-9.5 hot mix asphalt compacted to 1.5" in 1 area totaling approximately 700 square feet.
6. Roll and compact with steel drum and rubber tire traffic rollers for a smooth finish.

Labor and Materials - \$129,260.00

***Pricing Includes Flagmen**

***Pricing Includes Permitting**



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

April 5, 2022

Proposal #2233102

Contact

Robert Dvorak
 Phone: 813 868-6508
 rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
 2000 East 11th Avenue #300
 Tampa, Florida 33605

Job

Bobcat Trail
 1770 Bobcat Trail
 North Port, Florida 34288

PROPERTY IMPROVEMENTS

Notes:

- *DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, MATERIAL PRICES ARE SUBJECT TO POTENTIAL MONTHLY, WEEKLY OR DAILY CHANGES. SHOULD THIS SITUATION ARISE, APEX WILL PROVIDE DOCUMENTATION OF MATERIAL ADJUSTMENT(S). A BILLABLE CHANGE ORDER MAY BE REQUIRED DUE TO THESE CHANGES.
- *WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER, THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.
- *WORK TO BE DONE ON WEEKDAYS OR WEEKENDS DURING DAYLIGHT HOURS.
- *FLAGMEN WILL BE UTILIZED DURING THE MILLING AND PAVING PROJECT OPERATIONS TO MAINTAIN SAFETY FOR THE CREWS, PEDESTRIANS AND MOTORIZED TRAFFIC.
- *PROPOSAL IS BASED ON INFORMATION RECEIVED FROM THE CUSTOMER. ADDITIONAL LABOR AND MATERIAL CHARGES MAY APPLY IF UPON ARRIVAL THE SCOPE OF WORK AND ACTUAL JOB SITE ARE NOT CONSISTENT WITH THE INFORMATION RECEIVED FROM THE CUSTOMER.
- *PROPOSAL DOES NOT INCLUDE TESTING, LANE CLOSURE, M.O.T, THERMOPLASTIC PAINT, IMPACT FEES, SURVEYING, AS-BUILTS, SHOP DRAWINGS AND ENGINEERING. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *APEX IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES TO INCLUDE PUBLIC UTILITIES AND PRIVATE UTILITIES SUCH AS, BUT NOT LIMITED TO, IRRIGATION, PHONE AND CABLE LINES. ANY ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPES OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *ASPHALT MILLING WILL CAUSE DUST TO ACCUMULATE IN THE AIR AND WIND MAY CAUSE THE DUST TO SETTLE ON NEARBY CARS AND BUILDING STRUCTURES.
- *DUE TO THE ELEVATIONS IN THE EXISTING PARKING LOT, IT CANNOT BE GUARANTEED THAT STANDING WATER WILL BE 100% ELIMINATED. THIS WORK WILL NOT CORRECT ANY EXISTING DRAINAGE PROBLEMS ON SITE. SLOPES WITH LESS THAN ¼ OF AN INCH OF FALL PER FOOT ARE CONSIDERED FLAT AND APEX WILL NOT BE RESPONSIBLE FOR PONDING OF WATER.
- *APEX CANNOT BE HELD RESPONSIBLE FOR REFLECTIVE CRACKING OF ASPHALT DUE TO EXISTING CRACKS.



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

April 5, 2022

Proposal #2233102

Contact

Robert Dvorak
 Phone: 813 868-6508
 rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
 2000 East 11th Avenue #300
 Tampa, Florida 33605

Job

Bobcat Trail
 1770 Bobcat Trail
 North Port, Florida 34288

PROPERTY IMPROVEMENTS

Notes:

- *NEW ASPHALT IS SUSCEPTIBLE TO SCUFFING AND MARKS UNTIL IT HAS PROPERLY CURED.
- *THIS CONTRACTOR CANNOT BE RESPONSIBLE FOR POWER STEERING MARKS TO THE NEW ASPHALT.
- *THE ASPHALT IN THIS PROPOSAL IS RECYCLED MIX AT 110 LB. YIELD, UNLESS OTHERWISE NOTED.
- *MATERIAL ACCEPTANCE IS BASED UPON MATERIAL LAB RESULTS FROM ASPHALT SUPPLIER.
- *PRIOR TO PAVING, A COPY OF THE ASPHALT SPECIFICATIONS, RESULTS OF BASE DENSITY TESTS WILL BE REQUIRED. OTHERWISE, ANY SPECIFIC ASPHALT DENSITY REQUIREMENTS ARE WAIVED.
- *IF PROBLEMS WITH THE BASE ARE DISCOVERED DURING ASPHALT REMOVAL AND PAVING OPERATIONS, E.G. INSUFFICIENT BASE, CONTAMINATED BASE, WATER SATURATED BASE UNDERGROUND WATER, AND /OR CLAY IN THE SUBGRADE, ETC. IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.
- *NOT INCLUDED IN THE ABOVE SCOPE OF WORK IS ANY SELECT FILL MATERIAL.
- *DUE TO THE NATURE AND SCOPE OF THE WORK, THE LOCATION OF THIS WORK, THE MATERIAL, TRUCKING AND EQUIPMENT NECESSARY TO PERFORM THIS WORK, APEX MAY CAUSE SCUFFING AND ADVERSELY AFFECT THE AESTHETICS OF THE PAVEMENT IN AND AROUND THE WORK AREAS. ALTHOUGH EVERY EFFORT WILL BE MADE TO MINIMIZE ANY AND ALL AFFECTS, APEX CANNOT GUARANTEE AGAINST THEM. ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPE OF ITEMS WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.
- *BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREAS. THIS CONTRACTOR IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES, DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.
- *PERMIT FEES AND PROCUREMENT FEES ARE INCLUDED. ANY ADDITIONAL WORK, TESTING OR INSPECTIONS REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.
- *MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.



April 5, 2022

Proposal #2233102

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

PROPERTY IMPROVEMENTS

Customer Billing Information

Thank you for choosing APEX Asphalt & Concrete Services. To ensure we contact the correct person for any billing correspondence and questions, please fill out the Billing Contact Information below and send back with your signed proposal. We look forward to working with you.

The terms of your contract are:

- Terms: 50% Deposit Prior to Commencement, 40% Upon Substantial Completion and 10% Net 30 Days
- If Paying by ACH Payment, the ACH Fees Will Be Added to the Invoiced Amount Due

Acceptance of Terms - Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Bill To Name and Address:

Job Site Name and Address:

Billing Contact Information:

Billing Phone Number:

Email Address:

APEX Authorized Signature Richard Ostrander

Customer's Authorized Signature _____

Date of Acceptance _____



April 5, 2022

Proposal #2233102

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

PROPERTY IMPROVEMENTS

Terms: 50% Deposit Prior to Commencement, 40% Upon Substantial Completion and 10% Net 30 Days

If Paying by ACH Payment, the ACH Fees Will Be Added to the Invoiced Amount Due

APEX Authorized Signature *Richard Ostrander*

Richard Ostrander

Cell: 813 420-7457 rostrander@apxservices.net

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Date of Acceptance _____

Customer's Authorized Signature _____

Terms and Condition: Payment is due in full upon project completion unless prior arrangements have been made in advance. If any legal action arises out of this agreement or breach thereof, the customer will be responsible for all attorney fees and incurred late fees. Any alteration or deviation from the above specifications involving extra costs of material or labor will be an additional charge outside the scope listed in this proposal. Sprinkler systems on the property are to be off for the duration of the project. Customer assumes responsibility for removing all vehicles from the area outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the original specifications, involving extra costs, to be executed only upon receiving written change orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. Due to the unpredictable movement of material and production costs, this proposal is good for 30 days from the proposal date, after which prices are subject to change to accommodate current industry pricing.

Proposal Amount \$129,260.00



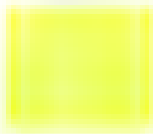
APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY





APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

LEGEND



PHASE 3
(APPROX. 7,584 SQYD OF
ASPHALT PAVEMENT)



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

April 5, 2022

Proposal #2233103

Contact

Robert Dvorak
 Phone: 813 868-6508
 rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
 2000 East 11th Avenue #300
 Tampa, Florida 33605

Job

Bobcat Trail
 1770 Bobcat Trail
 North Port, Florida 34288

PROPERTY IMPROVEMENTS

Concrete Miami Gutter and Concrete Sidewalk Repairs

Scope of Work:

1. Secure job site with cones and barricades for resident and crew safety.
2. Saw cut and remove damaged Miami Gutter in 45 areas totalling approximately 755 linear feet (concrete saws must be used in conjunction with water to avoid dust accumulating).
3. Haul debris from the job site.
4. Pour new concrete Miami Gutter in 45 areas totalling approximately 755 linear feet using 3,000 PSI concrete reinforced with commercial fiber mesh.
5. Apply broom finish and apply control joints as required.
6. Saw cut and remove damaged concrete sidewalk in 2 areas totalling approximately 75 square feet (concrete saws must be used in conjunction with water to avoid dust accumulating).
7. Haul debris from the job site.
8. Pour new 4" thick concrete sidewalk in 2 areas totalling approximately 75 square feet using 3,000 PSI concrete reinforced with commercial fiber mesh.
9. Apply broom finish and apply control joints as required.

Labor and Materials - \$44,942.00



April 5, 2022

Proposal #2233103

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

PROPERTY IMPROVEMENTS

Notes:

- *DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, MATERIAL PRICES ARE SUBJECT TO POTENTIAL MONTHLY, WEEKLY OR DAILY CHANGES. SHOULD THIS SITUATION ARISE, APEX WILL PROVIDE DOCUMENTATION OF MATERIAL ADJUSTMENT(S). A BILLABLE CHANGE ORDER MAY BE REQUIRED DUE TO THESE CHANGES.
- *WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER, THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.
- *WORK TO BE DONE ON WEEKDAYS OR WEEKENDS DURING DAYLIGHT HOURS.
- *PROPOSAL IS BASED ON INFORMATION RECEIVED FROM THE CUSTOMER. ADDITIONAL LABOR AND MATERIAL CHARGES MAY APPLY IF UPON ARRIVAL THE SCOPE OF WORK AND ACTUAL JOB SITE ARE NOT CONSISTENT WITH THE INFORMATION RECEIVED FROM THE CUSTOMER.
- *PROPOSAL DOES NOT INCLUDE TESTING, LANE CLOSURE, M.O.T, THERMOPLASTIC PAINT, IMPACT FEES, SURVEYING, AS-BUILTS, SHOP DRAWINGS AND ENGINEERING. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *APEX IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES TO INCLUDE PUBLIC UTILITIES AND PRIVATE UTILITIES SUCH AS, BUT NOT LIMITED TO, IRRIGATION, PHONE AND CABLE LINES. ANY ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPES OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *IF PROBLEMS WITH THE SUBGRADE ARE DISCOVERED AFTER CONCRETE REMOVAL, E.G. EROSION, WATER SATURATION FROM UNDERGROUND WATER, AND /OR CLAY IN THE SUBGRADE, ETC.N IT WILL BE BROUGHT TO MANAGEMENT’S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.
- *THIS CONTRACTOR IS NOT RESPONSIBLE FOR LANDSCAPING AND SOD DAMAGED OR REMOVED DURING THE INSTALLATION OF CONCRETE.
- *CONCRETE SAW CUTTING WILL CAUSE DUST TO ACCUMULATE IN THE AIR AND WIND MAY CAUSE THE DUST TO SETTLE ON NEARBY CARS AND BUILDING STRUCTURES.



April 5, 2022

Proposal #2233103

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

PROPERTY IMPROVEMENTS

Notes Continued:

- *IN ORDER TO ENSURE PROPER CURE TIME AND AVOID IMPRESSIONS IN THE NEWLY POURED CONCRETE RESULTING FROM PEDESTRIAN, BIKE, SHOPPING CART, VENDOR, ETC. TRAFFIC, NEWLY POURED AREAS OF CONCRETE WILL BE CORDONED OFF FOR A MINIMUM OF 24 HOURS. IF APEX ARE NOT PERMITTED TO CORDON OFF THE NEWLY POURED CONCRETE AREAS, APEX WILL NOT BE RESPONSIBLE FOR ANY IMPRESSIONS IN THE NEW CONCRETE AND A CHANGE ORDER WILL BE REQUIRED TO FIX THE DAMAGED AREAS.
- *BECAUSE THE POTENTIAL FOR FLEXING OF THE SUB BASE IN THE FLORIDA REGION, NEW CONCRETE MAY EXPERIENCE PREMATURE CRACKING AT ANY POINT AFTER CURING BEYOND OUR CONTROL. PREMATURE CRACKING IS NOT REFLECTIVE OF POOR QUALITY OF MATERIAL OR INFERIOR WORKMANSHIP.
- *IN ORDER TO ENSURE PROPER STRUCTURAL STRENGTH TO THE NEWLY POURED CONCRETE, IT IS RECOMMENDED THAT ALL TRAFFIC STAY OFF THE NEW CONCRETE FOR A MINIMUM OF 24 HOURS.
- *NEW CONCRETE IS SUSCEPTIBLE TO SCUFFING AND MARKS UNTIL IT HAS PROPERLY CURED.
- *DUE TO THE NATURE AND SCOPE OF THE WORK, THE LOCATION OF THIS WORK, THE MATERIAL, TRUCKING AND EQUIPMENT NECESSARY TO PERFORM THIS WORK, APEX MAY CAUSE SCUFFING AND ADVERSELY AFFECT THE AESTHETICS OF THE PAVEMENT IN AND AROUND THE WORK AREAS. ALTHOUGH EVERY EFFORT WILL BE MADE TO MINIMIZE ANY AND ALL AFFECTS, APEX CANNOT GUARANTEE AGAINST THEM. ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPE OF ITEMS WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.
- *IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.
- *BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREAS. THIS CONTRACTOR IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES, DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.
- *PERMIT FEES AND PROCUREMENT FEES ARE INCLUDED. ANY ADDITIONAL WORK, TESTING OR INSPECTIONS REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.
- *MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.



April 5, 2022

Proposal #2233103

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

PROPERTY IMPROVEMENTS

Customer Billing Information

Thank you for choosing APEX Asphalt & Concrete Services. To ensure we contact the correct person for any billing correspondence and questions, please fill out the Billing Contact Information below and send back with your signed proposal. We look forward to working with you.

The terms of your contract are:

- Terms: 50% Deposit Prior to Commencement, 40% Upon Substantial Completion and 10% Net 30 Days
- If Paying by ACH Payment, the ACH Fees Will Be Added to the Invoiced Amount Due

Acceptance of Terms - Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Bill To Name and Address:

Job Site Name and Address:

Billing Contact Information:

Billing Phone Number:

Email Address:

APEX Authorized Signature Richard Ostrander

Customer's Authorized Signature _____

Date of Acceptance _____



April 5, 2022

Proposal #2233103

Contact

Robert Dvorak
Phone: 813 868-6508
rdvorak@jmt.com

Customer

Johnson, Mirmira, & Thompson, Inc.
2000 East 11th Avenue #300
Tampa, Florida 33605

Job

Bobcat Trail
1770 Bobcat Trail
North Port, Florida 34288

PROPERTY IMPROVEMENTS

Terms: 50% Deposit Prior to Commencement, 40% Upon Substantial Completion and 10% Net 30 Days

If Paying by ACH Payment, the ACH Fees Will Be Added to the Invoiced Amount Due

APEX Authorized Signature *Richard Ostrander*
Richard Ostrander
Cell: 813 420-7457 rostrander@apxservices.net

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Date of Acceptance _____

Customer's Authorized Signature _____

Terms and Condition: Payment is due in full upon project completion unless prior arrangements have been made in advance. If any legal action arises out of this agreement or breach thereof, the customer will be responsible for all attorney fees and incurred late fees. Any alteration or deviation from the above specifications involving extra costs of material or labor will be an additional charge outside the scope listed in this proposal. Sprinkler systems on the property are to be off for the duration of the project. Customer assumes responsibility for removing all vehicles from the area outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the original specifications, involving extra costs, to be executed only upon receiving written change orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. Due to the unpredictable movement of material and production costs, this proposal is good for 30 days from the proposal date, after which prices are subject to change to accommodate current industry pricing.

Proposal Amount \$44,942.00



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

BOBCAT TRAIL Phase 3 Gutters

Fishtail Palm

<u>House No.</u>	<u>Gutter (LF)</u>	
1209	20	20
1217	10	10
1225	20 + 10 driveway	30
1233	10 + 30 driveway	40
1241	10 + 20 driveway	30
1249	20 driveway + 20 storm drain	40
1238	20 driveway	20
1230	10	10
1222	30	30
Across from 1209	10	10
		<u>240</u>

Canary Palm

<u>House No.</u>	<u>Gutter (LF)</u>	
1871	20 driveway	20
1873	5 +5	10
1875	10	10
1877	10 + 5 driveway	15
1879	20 raised gutter by mailbox	20
1883	10 driveway but has 2 entrances	10
	10 Storm drain	10
	20 Towards stop sign	20
	10 Corner Canary/Silver	10
		<u>125</u>

Solitary Palm

<u>House No.</u>	<u>Gutter (LF)</u>	
1323	10 close to curve	10
1335	10 driveway but can get in	10
1347	10 + 10 driveway + float	20
1358	10 driveway but can get in	10
	10 Storm drain	10
1334	10	10
1322	10 + 5 part of driveway	15
	5 Storm drain	5
	10 Stop sign	10
		<u>100</u>



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

Phoenix Palm		
<u>House No.</u>	<u>Gutter (LF)</u>	
2715	20	20
	5 Storm	5
2871	10 Driveway	10
2919	10	10
2965	20 Driveway	20
2996	10 +10 driveway	20
2984	10 Driveway	10
2948	10	10
2888	20 Driveway	20
2852	20 +20 Driveway	40
2828	20 driveway + float	20
2804	10 driveway +5 +5 + float	20
2792	40	40
	10 after Solitary	10
2744	10	10
2730	5	5
	20 Stop sign bobcat	20
		<u>290</u>

COMBINED TOTAL LF **755**



Beyond Paving.
BEYOND EXPECTATIONS.™

Agenda Page 203

PROPOSAL

OPP-22-006135

Apr 5, 2022

Account Information	Contact Information	Rose Paving Information
Account Name: Bobcat Trail	Contact Name: Robert Dvorak	Account Executive: Mike Kampschnieder
Street Address: 1350 Bobcat Trail	Contact Email: rdovorak@jmt.com	Email: mike.kampschnieder@rosepaving.com
City State Zip: North PortFL34288-8606	Contact Phone: 8138686508	Cell: 813-521-2903

Notes/Exclusions

PRICING TABLE					
Service Line Name	QTY	U of M	Depth	Unit Price	Subtotal
Mill - Full Mill and Pave @ 1.5	69600	SF	1.50	\$1.79	\$124,739.79
Concrete Curb - Remove and Replace	755	LF		\$63.76	\$48,140.74
					\$172,880.53

Subtotal	\$172,880.53
Tax	\$0.00
Total	\$172,880.53



Beyond Paving.
BEYOND EXPECTATIONS.™

PROPOSAL

CUSTOMER APPROVAL

Total Dollars Approved: **\$172,880.53**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:

Scope Detail

Service Line Name	Service Description
Mill - Full Mill and Pave @ 1.5	Mill Off and Pave: Secure job site. Mill off 1.5 inches of existing asphalt to 69,600 sq. ft. and haul from site. Power blow and sweep area. Remove excess dirt, gravel and grass. Apply asphalt emulsion tack coat with spray distributor to assure proper bonding. Furnish and install TYPE SP 9.5 asphalt, compacted to 1.5 inches, to an area approximately 69,600 sq. ft. Machine roll with a steel wheel roller and rubber tire roller for compaction and a smooth finish. Apply sand to new asphalt to help prevent power steering tears. Clean up job site. Note: Rose paving cannot guarantee drainage or waterflow when overlaying existing asphalt.
Concrete Curb - Remove and Replace	Curb repair: Remove approximately 755 linear ft. of curb in 42 areas. Install approximately 755 linear ft. of miami curb with fiber filled concrete.

Rose Paving Contract Terms & Conditions

- 1. ESCALATION:** This proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases the responsible party agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 2. TIMING:** Due to fluctuation in the cost of raw materials, including but not limited to liquid asphalt, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid.
- 3. CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
- 4. PAYMENT TERMS:** NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Rose Paving LLC. all sums earned to date. Price reflects a 4% (four percent) discount for payments by cash or check.
- 5. DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 6. PERMITS AND FEES:** Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.
- 7. UNMARKED / UNDOCUMENTED UTILITIES:** The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were unmarked, undocumented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.
- 8. WORK ACCESSIBILITY:** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. Rose Paving, reserves the right to adjust the agreed upon project price if the job conditions prevent Rose Paving work crews from starting on time and proceeding without interruption
- 9. SOIL CONDITIONS:** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Rose Paving will notify agent or owner for inspection.
- 10. WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.
- 11. CLEANING EXPENSES:** The owner understands that the work called for in this agreement is a messy process. The parties agree that Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees.

12. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that Rose Paving cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means, or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

13. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
D.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
E.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
F.	All other states	Illinois	Circuit Court of Cook County or Northern District of Illinois

14. ATTORNEY FEES & COSTS: In the event Rose Paving places any amounts owed under this proposal for collection with either a collection firm or attorney, Rose Paving shall be entitled to reasonable collection fees, attorneys fees and costs.

15. TAXES: All taxes are included in proposal price unless otherwise specified.

16. MATERIAL & WORKMANSHIP: All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, Rose Paving warrants workmanship and materials for a period of 1 year from the date of completion. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured.

PROPOSAL

17. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as a described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have right to use the name, logos, trademarks, trade names, service marks or other marks of customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

18. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

19. ALTERATIONS TO THIS PROPOSAL: Alterations or notations on or to this Proposal will not be valid unless accepted in writing by an authorized representative of Rose Paving.

20. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force

**As a duly authorized representative of Bobcat Trail, I agree to
these Terms & Conditions**



PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD
COMPETENCY CARD

THIS CERTIFIES THAT William Keller
DBA Rose Paving, LLC

HAS MET ALL THE REQUIREMENTS FOR HOLDING A
COUNTYWIDE CERTIFICATE OF COMPETENCY NO.
C-11207

AND IS DULY CERTIFIED AS A(N)
Paving Specialty Contractor
IN GOOD STANDING UNTIL September 30, 2022
DATE OF ISSUANCE 10/13/2021

C-11207

*Keller, William
7300 W. 100th Place
Bridgeview, IL 60455*

*** Please cut out license along lines**



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 2 of 10
DATE (MM/DD/YYYY)
7/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VTC Insurance Group Michigan Office 1175 W Long Lake Road, #200 Troy MI 48098	CONTACT NAME: Wendy Hingson PHONE (A/C No. Ext): (239) 275-8226 FAX (A/C No.): (239) 275-8226 E-MAIL: whingson@vtcins.com ADDRESS:														
INSURED Southern Striping Solutions, LLC/dba South Florida Milling and Collier Paving & Concrete 5583 6th Street Lehigh Acres FL 33971	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Amerisure Insurance Company</td> <td style="text-align: center;">19488</td> </tr> <tr> <td>INSURER B: Amerisure Mutual Insurance Company</td> <td style="text-align: center;">23396</td> </tr> <tr> <td>INSURER C: Travelers Prop. Casualty Co. of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amerisure Insurance Company	19488	INSURER B: Amerisure Mutual Insurance Company	23396	INSURER C: Travelers Prop. Casualty Co. of America	25674	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 All lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			X	CPP21094390201	07/23/2021	07/23/2022	EACH OCCURRENCE	\$ 1,000,000		
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
	<input checked="" type="checkbox"/>	Broad Form Prop. Damage,							MED EXP (Any one person)	\$ 10,000		
	<input checked="" type="checkbox"/>	XCU, Contractual Liability							PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE					\$ 2,000,000			
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT					<input type="checkbox"/>	LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>	OTHER:							Pollution Liability	\$ 1,000,000		
B	AUTOMOBILE LIABILITY				CA21094380202	07/23/2021	07/23/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	<input checked="" type="checkbox"/>	ANY AUTO						<input checked="" type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per person)	\$	
	<input type="checkbox"/>	ALL OWNED AUTOS	<input checked="" type="checkbox"/>						NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/>	HIRED AUTOS						<input checked="" type="checkbox"/>		PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/>							<input type="checkbox"/>			\$	
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR	CUP-25818320	07/23/2021	07/23/2022	EACH OCCURRENCE	\$ 5,000,000		
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 5,000,000		
	<input type="checkbox"/>	DED	<input checked="" type="checkbox"/>	RETENTION \$	10,000					\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N	N / A	WC2109440	7/23/2021	7/23/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								<input checked="" type="checkbox"/> Y	E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
C	Inland Marine					QT-660-1189272	7/23/2021	7/23/2022	Leased/Rented Any One Item	\$1,500,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Rose Paving is added as Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER Rose Paving 5718 E. Columbus Dr. Tampa, FL 33619	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Alan Chandler/V510
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Project Administration Plan

9 Man Paving Crew, 8 Man Milling Crew, 3 Man Striping Crew
and 5 Man Concrete Crew

Employees are either trained in house and move up as they advance or hired with experience and in depth background checks

Safety officer maintains safety program along with tool box talks and site evaluation checks

Todd Stanislaus General Manager 38 years experience
Stephen Moore Project Manager 4 years experience
Pete Ciaccio Director of Operations 10 years experience

Stephen will manage entire project start to finish he will be your point of contact. Stephen is our senior project manager and handles all of our large paving jobs.

References

Riverhills Master Association Mill and Pave

Brenda Annett 813-662-0837

rhcmanger@greenacreproperties.com

Mill and Pave 146,526 Sq Ft

Epic Construction

Rex Fordham 321-482-9662

rex@epicfla.com

Multiple paving and sealcoating projects

Kings Point Master association

Shawna Deiulio 813-812-7595

Shawna@kpmaster.com

5 Year Contract Mill and Pave 400,000 sq ft per year



401 South 6th Avenue
 Wauchula, FL 33873
 Office- (863) 773 3839
 Fax- (863) 773 2006
 CGC 1516528
 CUC 1224962

Johnson, Miriam, and Thompson, Inc

Bobcat Trail Community Development District

2000 E. 11th Ave, Suite 300

Tampa, FL 33605

Attn: Robert Dvorak, PE

April 8, 2022

Provide labor, material, and equipment for Phase 3 of the Roadway Improvement Project:

Item	Units	UOM	Unit Rate	Total
Mobilization	1	LS	\$22,314.11	\$22,314.11
Maintenance of Traffic	1	LS	\$15,474.38	\$15,474.38
Fishtail Palm CT Curb	240	LF	\$80.90	\$19,416.00
Fishtail Palm CT Mill and Pave	1130	SY	\$26.23	\$29,639.90
Canary Palm Way Curb	125	LF	\$80.54	\$10,067.50
Canary Palm Way Mill and Pave	1130	SY	\$26.23	\$29,639.90
Pheonix Palm Terr Curb	290	LF	\$75.07	\$21,770.30
Pheonix Palm Terr Mill and Pave	3333	SY	\$20.76	\$69,193.08
Lady Palm Way mill and Pave	827	SY	\$35.82	\$29,623.14
Bobcat Trail Center Repairs	290	SY	\$35.65	\$10,338.50
Solitart Palm CT Curb	100	LF	\$86.88	\$8,688.00
Solitart Palm CT Mill and Pave	1242	SY	\$24.89	\$30,913.38
			Total	\$297,078.19

We Propose hereby to furnish material and labor--complete in accordance with the above specifications, for the sum of:

See Above

All material is guaranteed to be as specified. All work to be completed in a workman like Manner according to standard practices. Any alteration or deviation from above specifications Involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

**Authorized
Signature**

Clay Cobb

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Date of
Acceptance** _____

Signature

Signature



List of Similar Jobs and References

- **Project Name:** Seminole Tribe Lakeland Trust Infrastructure and Land Development Entryway
Owner: Seminole Tribe of Florida
Location: Lakeland, FL
Contact: Wayne Alleyne
(407) 516-4747
wayne.alleyne@jacobs.com
Scope of Work: Provide and install all utilities, earthwork, storm drain, lighting, base, asphalt, etc. for 48 home development. Includes off-site roadway and utility improvements on Moore Road and Old Polk City Road.
Contract Completion: September 2020
Contract Amount: \$14,924,193.66
- **Project Name:** Amazon.com KLAL Gateway
Owner: Amazon
Location: Lakeland, FL
Contact: Jeff Clemens
(813) 833-6951
Jclemens@plazaconstruction.com
Scope of Work: Provide and install earthwork, utilities, base, asphalt, storm water, aprons, and taxi lanes. Project included off-site utility and roadway work for the City of Lakeland on Kidron Road.
Contract Completion: September 2020
Contract Amount: \$13,810,518.00
- **Project Name:** Resort at Canopy Oaks
Owner: LD Promotions, LLC
Location: Lake Wales, FL
Contact: Chris Miller
-(678) 698-4059
-cmiller@sunlight-resorts.com
Scope of Work: Provide and install 12000+ linear feet of gravity sewer, 5100+ linear feet of force main, 18000+ linear feet of water main, 10000 linear feet of storm drain, 2 lift stations, 45 manhole, base, asphalt, curb, sidewalk, earthwork, and embankment.
Contract Completion: December 2020
Contract Amount: \$8,000,000.00

- **Project Name:** Winter Haven Streetscape Improvements
Owner: City of Winter Haven
Location: Winter Haven, FL
Contact: Michael Herr
(863) 604-2436
mherr@mywinterhaven.com
Scope of Work: Park, streetscape, pavement, lighting, roadway improvements, and driveways.
Contract Completion: October 2018
Contract Amount: \$4,444,444.44

- **Project Name:** HCCP Extension Phase 2
Owner: Hardee County IDA
Location: Bowling Green, FL
Contact: Greg Witt
(941) 907-9099
gwitt@halfacreco.com
Scope of Work: Provide and install 4900 linear feet of gravity sewer, 1000 linear feet of force main, 5900 linear feet of water main, 1 lift station, base, asphalt, concrete, earthwork, striping, and signage.
Contract Completion: December 2021
Contract Amount: \$2,125,172.31

- **Project Name:** Avon Park Streetscape Infrastructure Improvements
Owner: City of Avon Park
Location: Avon Park, FL
Contact: Carl Cool
(863) 657-2323
carl@coolandcobb.com
Fax: (863) 657-2324
Scope of Work: CDBG streetscape improvements, which included new drainage, road reconstruction, sidewalk and curb, pavilion, site lighting and site furnishings.
Contract Completion: April 2017
Contract Amount: \$984,374.54



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COBB, JAMES CLAY

COBB SITE DEVELOPMENT INC
401 S 6TH AVE
WAUCHULA FL 33873

LICENSE NUMBER: CGC1516528

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

COBB, JAMES CLAY

COBB SITE DEVELOPMENT, INC
401 SOUTH SIXTH AVE
WAUCHULA FL 33873

LICENSE NUMBER: CUC1224962

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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(863) 773-3131

(863) 773-0773 FAX

126 S 7th Ave
WAUCHULA, FL 33873

Business No.- 0062

BUSINESS TAX

October 1, 2021 – September 30, 2022

This authorizes
COBB SITE DEVELOPMENT, INC
to conduct business as a
GENERAL CONTRACTOR
at the following location:

within the city limits of Wauchula, Florida

Signed *Sandee Braxton*

Date 1/10/2022



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

March 1, 2022

COBB SITE DEVELOPMENT, INC
401 SOUTH SIXTH AVE
WAUCHULA, FLORIDA 33873

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, SIDEWALK, Driveways, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2023**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor AA
for

Alan Autry, Manager
Contracts Administration Office

AA:cg

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/03/2021

PRODUCER

Construction Underwriters, Inc
4168 Southpoint Pkwy - Ste 305
Jacksonville, FL 32216THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Cobb Site Development, Inc.
401 6th Ave.
Wauchula, FL 33873

INSURER A: Amerisure Mutual Ins. Co.

23396

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blntk Addl Insd <input checked="" type="checkbox"/> Blntk WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP2110610 Contractual Liab XCU Included Design Services Broad Form PD	12/05/21	12/05/22	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded 1,000 <input checked="" type="checkbox"/> Coll Ded 1,000	CA2110609 Blntk Addl Insd Blntk WOS \$10,000 PIP	12/05/21	12/05/22	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CU2110609 Follow Form & XS of GL & Auto	12/05/21	12/05/22	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC211063803 Blntk WOS	12/31/21	12/31/22	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	OTHER Rental Equip	CPP2110610	12/05/21	12/05/22	\$500,000/\$1,000,000 Special Form/\$1,000 Ded Including Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

For info only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kimberly Carroll

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	---	---

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Cobb Site Development, Inc.	
	Business name/disregarded entity name - "different from above"	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 401 S. 6th Ave.		Requester's name and address (optional)
City, state, and ZIP code Wauchula, FL 33873		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								
1	3	-	4	2	0	5	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Ryan Gil*

Date ▶ *12-6-11*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

COBB SITE DEVELOPMENT, INC.

Filing Information

Document Number	P02000043597
FEI/EIN Number	13-4205756
Date Filed	04/15/2002
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	10/11/2007
Event Effective Date	11/05/2007

Principal Address

401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Mailing Address

401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Registered Agent Name & Address

COBB, LAVON
401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Officer/Director Detail

Name & Address

Title D, T, P

COBB, LAVON
401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Title D, V

COBB, LINDA
401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Title D, S, CEO

COBB, JAMES C
401 S. 6TH AVE
WAUCHULA, FL 33873

Title COO

Cobb, Justin K
401 SOUTH SIXTH AVENUE
WAUCHULA, FL 33873

Annual Reports

Report Year	Filed Date
2018	04/10/2018
2019	04/23/2019
2020	03/31/2020

Document Images

03/31/2020 -- ANNUAL REPORT	View image in PDF format
04/23/2019 -- ANNUAL REPORT	View image in PDF format
04/10/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
03/06/2015 -- ANNUAL REPORT	View image in PDF format
04/11/2014 -- ANNUAL REPORT	View image in PDF format
04/03/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
03/10/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
04/28/2009 -- ANNUAL REPORT	View image in PDF format
05/02/2008 -- ANNUAL REPORT	View image in PDF format
10/11/2007 -- Name Change	View image in PDF format
04/11/2007 -- ANNUAL REPORT	View image in PDF format
03/06/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- ANNUAL REPORT	View image in PDF format
03/15/2004 -- ANNUAL REPORT	View image in PDF format
03/10/2003 -- ANNUAL REPORT	View image in PDF format
04/15/2002 -- Domestic Profit	View image in PDF format



Welcome
Diana Weems

≡ MENU

Company Information

Company Name
Cobb Site Development, Inc.

Company ID Number
774044

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
401 S. 6th Ave

Address 2
--

City
Wauchula

State
FL

Zip Code
33873

County
HARDEE

Mailing AddressAddress 1
—Address 2
—City
—State
—Zip Code
—**Additional Information**Employer Identification Number
134205756Total Number of Employees
5 to 9Parent Organization
—Administrator
—**Organization Designation**Employer Category
Federal Contractor with FAR E-Verify ClauseFederal Contractor Category
None of these categories applyEmployees Being Verified
All new hires and all existing employees assigned to a Federal contract[View / Edit](#)NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites

1

[View / Edit](#)

Total Points of Contact

3

[View / Edit](#)[View Original MOU Template](#)[View MOU](#)

Last Login: 08/18/2020 09:46 AM

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LAVON COBB

President

PROFILE

LAVON COBB STARTED THE BUSINESS IN 1979 AND INCORPORATED AS A GENERAL CONTRACTOR (L. COBB CONSTRUCTION, INC.) IN 1985. OWNED BY LAVON, LINDA, AND CLAY COBB, THE COMPANY HAS ACHIEVED STEADY GROWTH OVER THE PAST 42 YEARS. LAVON CONTINUES TO INSPIRE WITH HIS ENTREPRENEURIAL SPIRIT AND LEADERSHIP ABILITIES, AND HIS ATTENTION TO DETAIL ASSURE A REFINED CLIENT EXPERIENCE. THE COMPANY WAS FOUNDED UPON WHILE ALWAYS UTILIZING SELF-EVALUATION TO ENSURE THAT WE ARE BETTER TOMORROW THAN WE WERE TODAY.

Contact

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

<https://lcobbconstruction.com>

EMAIL:

Lavon@LCobbConstruction.com

LICENSES & CERTIFICATIONS

Licenses:

FL State License: Certified General Contractor (CGC)

FL State License: Home and Property Inspector

Certifications:

MSHA Certificate

Florida Phosphate Producer Certificate (FPP card)

WORK EXPERIENCE

L Cobb Construction Inc. & Cobb Site Development - President

1984 – Present

Has established and continued to grow commercial construction company specializing in design/build and construction management projects. Projects completed have included multi-million dollar vertical and site construction projects, utilizing various funding sources including FAA and FDOT. All projects to date have been completed and without liquidated damages. Project completion and accelerated scheduling has been accomplished through utilization of internal self-performance of all site, concrete, and carpentry aspects of the projects.

Lavon Cobb Construction Inc. - Owner

1979 – 1984

Established concrete and masonry business specializing in foundation construction and CMU wall construction. Work during this period included various residential and commercial construction projects as sub-contractor

COMMUNITY INVOLVEMENT

- *City of Wauchula Airport Authority, Chairman*
- *Florida's First Assembly of God Church, Deacon, 13 Years*
- *Hardee County Chamber of Commerce, Past Vice-Chair*
- *Hardee County Economic Development Council, Past Board Member*
- *Hardee County Industrial Development Authority, Past Board Chair*
- *Hardee County Licensing Board, Board Member*
- *Hardee County YMCA, Past Chair 2 Terms*
- *Rotary Club of Hardee County, Charter Member, Past President 2 Terms – Rotarian of the Year in 2013*



CLAY COBB

Chief Executive Officer
(CEO)

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

CONTACT

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

<https://lcobbconstruction.com>

EMAIL:

Clay@LCobbConstruction.com

LICENSES & CERTIFICATIONS

Licenses:

FL State License: Certified General Contractor (CGC)

FL State License: Certified Underground Utility and Excavation Contractor

FL State License: Building Contaminant (Mold) Remediator and Assessor

FL State License: EPA/RRP Lead Renovator

FL State License: Home and Property Inspector

Certifications:

OSHA Construction Safety & Health Certification

MSHA Certificate

FL Advanced Work Zone Traffic Control Certificate

FL DOT Office of Motor Carrier Compliance Safety Training Certificate

Powered Industrial Lift Truck Trainer Certification

Florida Phosphate Producer Certificate (FPP card)

TWIC Card

WORK EXPERIENCE

Cobb Site Development Inc. - CEO

2005 - Present

Responsible to oversee the company's ongoing operations and procedures. Works directly with other management teams members. Assists with decision making regarding the over-all strategy and direction of the company.

L Cobb Construction Inc. - CEO

2005 - Present

Responsible for over-all strategy and direction of the Company, developing and supporting the day-to-day management team. Decision making concerning allocating capital and the company's priorities.

Florida Sales and Rental, Inc. dba Grand Rental - CEO

2008 - Present

Responsible for over-all strategy and direction of the Company, developing and supporting the day-to-day management team including the General Manager. Decision making concerning allocating capital and the company's priorities.

COMMUNITY INVOLVEMENT

- **Hardee County YMCA Board of Directors** since 2008 - *President since 2013*
- **Hardee County Chamber of Commerce** since 2008 - *President from 2015 - 2016*
- **Fort Meade Chamber of Commerce Board of Directors** since 2015
- **Sarasota Family YMCA, Board of Directors** since 2013
- **Member Florida's First Assembly of God Church in Wauchula**



KYLE COBB

Chief Operating Officer
(COO)

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

CONTACT

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

EMAIL:

Kyle@LCobbConstruction.com

EDUCATION & CERTIFICATIONS

University of South Florida

Muma College of Business

2008 – 2011

Bachelor of Science: Marketing & Management

Certifications:

MSHA Certificate – 2012

Florida Phosphate Producer Certificate (FPP card) - 2012

TWIC Card - 2012

Community Involvement:

Hardee County YMCA, Board Member

Hardee County Youth Sports – Vice President

WORK EXPERIENCE

Cobb Site Development Inc. / L Cobb Construction Inc.

COO & Project Manager

2012 – Present

I coordinate and oversee scheduling and progress of projects. Assist with estimates to customers for L. Cobb Construction and Cobb Site development. I am also responsible for budgets and job costs associated with L. Cobb Construction and Cobb Site Development projects. I personally assist Clay Cobb with day-to-day operations-scheduling of manpower and equipment. Assist project superintendents with all aspects of onsite project coordination and supervision. I am a liaison between field operations and clients. Other duties and responsibilities include procurement and sub-contract coordination.

MAJOR PROJECTS COMPLETED

- **Seminole Tribe of Florida** – Lakeland Trust Infrastructure & Land Development Entryway
- **Amazon** - KLAL Gateway
- **City of Winter Haven** – Downtown Streetscape Improvements
- **Mosaic** – Ona Compound Phase 1 & 2



RICHARD HAYMANS

General Manager

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

CONTACT

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

EMAIL:

Rhaymans@CobbSiteDevelopment.com

EDUCATION & CERTIFICATIONS

Certifications:

MSHA Certificate

Florida Phosphate Producer Certificate (FPP card) - 2012

Worksite Traffic Supervisor certification

Asphalt Technician Level I

Qualified Storm Water Management Inspector

WORK EXPERIENCE

Cobb Site Development Inc – General Manager.

2007- Present

Direct supervision of site operations including projects under FAA and FDOT funding guidelines. Aspects of site construction have included earthwork, pavements, storm drainage up to 66", potable water systems, sanitary lift stations, gravity and force sanitary mains.

Freedom Pipeline Corp. – General Superintendent.

2002 - 2007

Oversee all phases of Highway and Bridge construction including clearing, Embankment, subbase, base, and asphalt on major FDOT road construction projects. Duties include estimating, material procurement, scheduling of subcontractors and daily cost analysis of work performed. Projects from 3 to 15 million dollars.

Better Roads, Inc. – General Superintendent.

1995 - 2002

Oversee development projects including clearing, embankment, subbase, base and asphalt on major FDOT road construction projects, county, city, and private projects averaging 35 million per year.

Kearney Development – Project Superintendent.

1994 - 1995

Oversee development projects in and around Hillsborough Co. Duties include scheduling all work including clear and grub, cut and fill, sanitary sewer, storm sewer, water, subbase, base, and asphalt.

White Construction Co. – Superintendent.

1990 - 1994

Oversee all construction projects in South Florida, including all phases of highway construction, Subcontractor scheduling, material procurement and Liaison to FDOT. Projects averaging 50 million per year.

Owner/President-N&N Paving

1984 - 1990

Complete Site work for Commercial Developments in SW Florida including clear and grub, cut and fill, sanitary sewer, storm sewer, water, subbase, base, and asphalt

White Construction Co. – Grade Foreman

1978 – 1984

Oversee earthwork construction for multiple projects on I-75 new construction in SW Florida Florida, including all phases of highway construction.

T&B General Contracting. – Grade Foreman

1977 – 1978

Dozer Operator promoted to Foreman constructing Rotonda West subdivision. Duties included overseeing all earthwork. Canal excavation, Stabilization, and Base construction

MAJOR PROJECTS COMPLETED

- **Lakeland Linder Airport** – Taxiway H Rehab
- **Tampa International Airport** – Taxiway G Extension
- **FFWCC** – Fisheating Creek Campsite Improvements
- **Sunlight Resorts** - Resort at Canopy Oaks



JUSTIN HAYS

General Superintendent

PROFILE

My goal is to have satisfied customers by completing projects on schedule and within budget. Relationships are the key, and a satisfied customer is our best advertisement.

Key components I bring to every project are:

- Formulating strategy
- Improving performance
- Procuring resources
- Securing compliance

CONTACT

PHONE:

O: 863-773-3839

WEBSITE:

<https://cobbsitedevelopment.com>

EMAIL:

Justin@CobbSiteDevelopment.com

EDUCATION & CERTIFICATIONS

Hardee County Senior High School

1992 - 1996

Jacksonville University

One year completed

Certifications:

MSHA Certificate

Florida Phosphate Producer Certificate (FPP card)

TWIC Card

OSHA 10

WORK EXPERIENCE

Cobb Site Development Inc. - General Superintendent

2014 - Present

I oversee jobs that include paving, site work, and road building.

CCC Group - Superintendent

2012 - 2014

I oversaw jobs that included site construction, concrete, and paving.

Southland Grading and Paving - Owner

2005 - 2012

Owner of company specializing in general site work, paving, and grading.

Kilco - Superintendent

2003 - 2005

I oversaw Desoto County General Site work jobs.

Pavex - Foreman

1998 - 2003

FDOT Certified in Base Placement, Paving, and Drainage Installation.

MAJOR PROJECTS COMPLETED

- **Seminole Tribe of Florida - Lakeland Trust Infrastructure & Land Development Entryway**
- **Amazon - KLAL Gateway**
- **City of Winter Haven - Lake Conine Wetlands**
- **City of Lakeland - North Wabash Extension**



Job Name: Bobcat Trail Phase 3
Address: Bobcat Trail CDD
 North Port, FL
Contact Info: Robert Dvorak
 rdvorak@jmt.com

Job Estimate

<u>Description</u>	<u>Cost</u>
Milling of existing asphalt to a 1.50" depth to include cleanup & hauling (2 milling shifts)	
Furnish & install asphalt to a compacted 1.50" depth (2 paving shifts)	
Bituminous Tack	
*Please note, asphalt cost per ton may require a change order due to asphalt price increase based on when job is being completed. This change order will be billed at cost w/ no markup.	
<u>Total</u>	\$119,985.51

Notes: A 50% deposit is due two weeks prior to work commencement, remainder due upon job completion. Work is expected to take approximately 1 week, weather permitting. Superior Sealers, LLC is not responsible for any loose or previously damaged concrete while milling & paving.

Customer Signature: _____ **Date:** _____

This estimate is valid for 30 days from the date listed above.



Ajax Paving Industries of Florida, LLC.
One Ajax Drive, North Venice, FL 34275
Phone: 941-486-3600
Fax: 941-486-3500
www.ajaxpaving.com

The Future is Riding on Ajax."

To:	Bobcat Trail Community Development District	Contact:	Robert Dvorak, PE
Address:	C/O Johnson, Mirmiran, And Thompson, Inc., 2000 E. 11th Avenue, Suite 300 Tampa, FL 33605	Phone:	813-868-6508
Project Name:	Bobcat Trail- Roadway Improvement Project Phase 3	Fax:	
Project Location:	Bobcat Trail Off Toledo Blade Blvd., North Port, FL	Bid Number:	LT22-044
		Bid Date:	4/5/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Mill Existing Asphalt (1.5" Avg. Depth)	7,584.00	SY	\$5.00	\$37,920.00
02	1.5" SP-9.5mm (Traffic C) Superpave	7,584.00	SY	\$13.25	\$100,488.00
03	Striping (Thermoplastic) & Blue RPM's	1.00	LS	\$3,000.00	\$3,000.00
04	Asphalt Base Repair (6" Avg. Depth)(10'x70')	78.00	SY	\$200.00	\$15,600.00

Total Bid Price: \$157,008.00

Notes:

- This Proposal includes ONLY those items and services specifically described above.
- Asphalt overruns due to pre-existing conditions, including soft base, subgrade or base tolerance will be invoiced at unit prices.
- Prices on this quotation are based on construction prior to September 30, 2022. Any construction after this date will be subject to increased prices of labor, materials and supplies.
- Payment shall be based upon actual field measured quantities.
- Acceptance of this proposal confirms agreement with and incorporation of the standard terms of contract of Ajax Paving Industries of Florida, LLC. This proposal is binding on customer when signed and transmitted to Ajax by mail, PDF, or facsimile.
- The prices on this quotation are firm for 30 days from the date of this quote.
- This Proposal is based on 1 Mobilization. Additional Mobilizations will require negotiation of price.
- All Homeowner Associations will be required to pay a 30% down payment and the remainder of balance is to be paid within 30 days of job completion.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Ajax Paving Industries Of Florida, LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Lauren Taylor 941-486-3600 ltaylor@ajaxpaving.com</p>
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The Future is Riding on Ajax.™

REFERENCES

1. Silver Oak in Palmer Ranch (Milling & Repaving)
Central Sarasota Parkway & Honore Avenue- Sarasota, FL
Scott Paddock (941)893-7001
scottcpaddock@gmail.com
2. -Villages of Milano (Final Lift)
Jacaranda Blvd. & Acerno Drive- North Venice, FL
-Boca Royale (Final Lift)
Boca Royale Blvd.- Englewood, FL
Neal Communities
Randy Olson (941)713-5006
rolson@nealcommunities.com
3. Sawgrass- Phases 1 & 2 (Milling & Repaving)
Sawgrass Bridge Road off Auburn Road- Venice, FL
Bill Woods (941)412-8356
Northwoods549@gmail.com



APRIL 08, 2022

BOBCAT TRAIL PHASE 3 ROADWAY IMPROVEMENTS

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT



April 08, 2022

Bobcat Trail CDD
C/O Johnson, Mirmiran, and Thompson, Inc.
Attention: Robert Dvorak, PE
2000 E. 11th Avenue, Suite 300
Tampa, Florida 33605

RE: Bobcat Trail Phase 3 Roadway Improvement Project

Dear Mr. Dvorak:

Florida Asphalt & Concrete is pleased to submit our Contractor Qualifications and proposal for the Bobcat Trail Phase 3 Roadway Improvement project. This proposal was prepared in accordance with plans and specifications provided by Johnson, Mirmiran and Thompson.

FAC is Tampa Bay's leader in asphalt and concrete solutions. Our resources and experience will allow us to deliver this project in an expeditious and cost effective manner. We clearly understand what it takes to successfully complete this project while focusing on safety and customer satisfaction.

If you should have any questions or concerns or need any additional information, feel free to call me at our office or on my cell phone at 813.774.0437. We thank you for the opportunity to bid this project and we look forward to working with you in the near future.

Sincerely yours,

A handwritten signature in blue ink, appearing to be 'A. Hopkins', with a long horizontal line extending to the right.

Florida Asphalt & Concrete, LLC
Adam Hopkins
Concrete Division



To:	Johnson, Mirmiran, And Thompson, Inc	Contact:	Robert Dvorak
Address:	2000 E. 11th Ave. Suite 300 Tampa, FL 33605	Phone:	(813) 314-0285
		Fax:	
Project Name:	Roadway Improvement Project - Phase 3 - Bobcat Trail	Bid Number:	22-0153
Project Location:	Bobcat Trail, North Port, FL	Bid Date:	4/7/2022

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1000	Mobilization	1.00	LS	\$1,965.00	\$1,965.00
1001	Maintenance Of Traffic	1.00	LS	\$1,580.00	\$1,580.00
1002	Disposal Of Concrete	1.00	LS	\$3,580.00	\$3,580.00
1003	Final Grading	1.00	LS	\$2,400.00	\$2,400.00
2102	Remove And Replace Miami Curb (Fishtail Palm)	240.00	LF	\$55.65	\$13,356.00
2102	Remove And Replace Miami Curb (Canary Palm)	125.00	LF	\$55.65	\$6,956.25
2102	Remove And Replace Miami Curb (Solitary Palm)	100.00	LF	\$55.65	\$5,565.00
2102	Remove And Replace Miami Curb (Phoenix Palm)	290.00	LF	\$55.65	\$16,138.50
2301	Remove And Replace 4" Thick Sidewalk	75.00	SF	\$8.95	\$671.25
Total Price for above Items:					\$52,212.00

Total Bid Price: \$52,212.00

Notes:

- Excludes joint sealer as required.
- **Proposal valid thru 12/31/22.**
- **Excludes Asphalt Scope of Work Shown on Plans and Not in Bid Items.**
- Pricing Is Based On The Date Of This Proposal. Due To The Volatility Of Fuel, Concrete, Rebar, Welded Wire Mesh, And Other Reinforcements, We Are Unable To Predict Tomorrow's Market. This Proposal Does Not Include Any Adjustments / Surcharges For Material Price Increases Over 5% of Today's Market.
- Engineering and Survey By Others.
- 3000 PSI after 28 days unless otherwise noted.
- Based on work week Monday thru Friday between 7 am and 5 pm.
- Invoiced by field measurements.
- Night plant opening fee billed by each night required.
- Pumping is at additional cost if required unless otherwise noted.
- Add \$1.50 per LF for Trench Curb if Soil Cement is used and it is cured longer than 14 days.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>FLORIDA ASPHALT & CONCRETE</p> <p>Authorized Signature: _____</p> <p>Estimator: Nick Szabo (813) 455-3382 nszabo@floridaasphalt.com</p>
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WHO WE ARE

Florida Asphalt & Concrete is a highly experienced, privately-owned paving and concrete company. FAC provides new construction asphalt paving, resurfacing, and concrete work to owners, developers and general contractors throughout Tampa Bay and West Central Florida.

HISTORY

Established in 2018, Florida Asphalt & Concrete (FAC) was formed to meet the immense demand for commercial asphalt paving and concrete solutions across Central Florida. Currently serving Hillsborough, Pinellas, Hernando, Citrus, Pasco, Manatee, Polk, Hardee, Orange, Lee and Sarasota counties providing the infrastructure that makes modern life possible.

SERVICES

Concrete Placement

Florida Asphalt and Concrete can provide your concrete turnkey solution. With 89 current employees, we are able to provide structural crews for FDOT cantilever walls, gravity walls, end walls, grade separated barrier walls, county inlet throat and tops, & various types of structural concrete. With 5 power curber machines, we can handle projects needing any type of machine curb, sidewalk or slip form barrier wall. For commercial projects, we have numerous trench curb crews with various molds, as well as hand formed crews for sidewalk and curbs. Our demolition crews can provide services for any kind of concrete removal the project entails. Previously completing over 35 projects similar to the Bobcat Trail Phase 3 Roadway Improvement project, you can rest assured that your project will be completed on time and within budget.

For concrete bid requests, please contact ConcreteEstimating@floridaasphalt.com.

KEY SERVICES

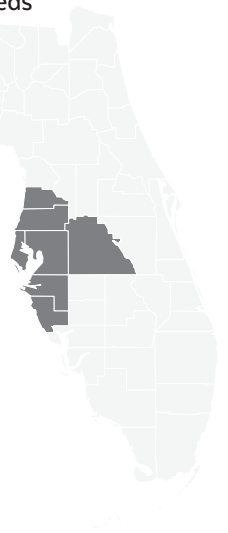
Concrete Division Services

- Machine curb and gutters
- Machined sidewalks
- Trench Curbs & Trench Drains
- Various types of hand form curbs
- Truck Dolly Pads & Helicopter Pads
- ADA/FDOT Compliant Sidewalk & Handicap Ramps
- FDOT Gravity, Cantilever & End Walls
- Concrete Demolition and Disposal
- Inlet Box & Sewer Manhole Construction and Modifications
- Colored & Decorative Stamped Sidewalks, Exposed Aggregate Surfaces, & Salt Rock Finishes
- Bollards Installation
- Concrete Steps
- Curb Inlets Including FDOT
- Grade Separated Barrier Walls
- Meter End Sections
- Traffic Separators & Maintenance of Traffic Operations
- Large Scale Reinforced Concrete Paving & Loading Docks with 3D Screeds



SERVICE AREAS

- Hillborough County
- Pasco County
- Pinellas County
- Hernando County
- Polk County
- Manatee County
- Sarasota County
- And Surrounding Areas



FLORIDA LICENSED CONTRACTOR

- General Contractor
CGC009082
- Underground Utility & Excavation
CUC057369
CUC1224980
- Pollutant Storage Systems Contractor
PCC056774
- Contractor V
893536-001-2007
FPC12-000056

MARKET SECTORS

- Education
- Industrial
- Commercial
- Roadway
- Retail
- Government
- Healthcare
- Single family Residential
- Multi-family Residential

FLORIDA LICENSED CONTRACTOR

Ron DeSantis, Governor
Halley Beahm, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RIPA, FRANK PAUL
RIPA & ASSOCIATES LLC
1409 TECH BLVD. STE 1
TAMPA FL 33619

LICENSE NUMBER: CGC009082
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Halley Beahm, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LAFACE, JOSEPH CHRISTIAN
RIPA & ASSOCIATES LLC
1409 TECH BLVD. STE 1
TAMPA FL 33619-7843

LICENSE NUMBER: CUC1224980
EXPIRATION DATE: AUGUST 31, 2022
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Halley Beahm, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RIPA, FRANK PAUL
RIPA & ASSOCIATES LLC
1409 TECH BLVD. STE 1
TAMPA FL 33619

LICENSE NUMBER: PCC008774
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Halley Beahm, Secretary

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CONSTRUCTION INDUSTRY LICENSING BOARD

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RIPA, FRANK PAUL
RIPA & ASSOCIATES LLC
1409 TECH BLVD. STE 1
TAMPA FL 33619

LICENSE NUMBER: CUC057369
EXPIRATION DATE: AUGUST 31, 2022
Always verify licenses online at MyFloridaLicense.com

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Jimmy Patronis
CHIEF FINANCIAL OFFICER
Julius Halas
DIVISION DIRECTOR

Crista Stern
BUREAU CHIEF
Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street Tallahassee, Florida 32399-0342
Tel: 850-415-3644 Fax: 850-410-2407

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Frank P Ripa
1409 Tech Blvd Ste 1
Tampa FL 33619

BUSINESS ORGANIZATION: Ripa & Associates LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2020
Type: 09
Class: 14
County: Hillsborough
License/Permit #: 893536-0001-0007
Expiration Date: 06/30/2022

Jimmy Patronis
Chief Financial Officer

Jimmy Patronis
CHIEF FINANCIAL OFFICER
Julius Halas
DIVISION DIRECTOR

Crista Stern
BUREAU CHIEF
Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street Tallahassee, Florida 32399-0342
Tel: 850-415-3644 Fax: 850-410-2407

CERTIFICATE OF COMPETENCY
OFFICIAL COPY

THIS CERTIFIES THAT: Joseph C La Face
1409 Tech Blvd. Suite 1
Tampa FL 33619

BUSINESS ORGANIZATION: Ripa & Associates, LLC

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2020
Type: 09
Class: 14
County: Hillsborough
License/Permit #: FPC12-000056
Expiration Date: 06/30/2022

Jimmy Patronis
Chief Financial Officer

INSURANCE CERTIFICATE OF LIABILITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd. Suite 800 Tampa FL 33607		CONTACT NAME: PHONE (A/C, No, Ext): 813-984-3200 FAX (A/C, No): 813-984-3201 E-MAIL ADDRESS: certificates@bks-partners.com	
INSURED Florida Asphalt Contractors, LLC 1409 Tech Blvd. Suite 1 Tampa FL 33619		INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Company NAIC # 24147 INSURER B : Great American Insurance Compa 16691 INSURER C : American Guarantee and Liabili 26247 INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 109220765

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			MWZY31164522	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31164622	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU332304702	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31164422	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			AEC022256406	2/1/2022	2/1/2023	Each Occurrence 10,000,000 Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Bid Sample

CERTIFICATE HOLDER

CANCELLATION

Florida Asphalt Contractors, LLC
 1409 Tech Blvd. Suite 1
 Tampa FL 33619

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.




















AUTHORIZED REPRESENTATIVE

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PROJECT REFERENCES

Project Name and Location	Project Contact	Final Contract Amount	Work Performed	Year Completed
The Ridge at Wiregrass R&R, Oakwood Preserve Drive, Wesley Chapel, Pasco County, Florida	GL Homes, Steve Stimac 813.927.8974	\$19,015.25	Removal & Replacement of Curb & Sidewalks	2021
Valencia Del Sol Curb Replacement, Wimauma, Hillsborough County, Florida	GL Homes, Steve Stimac 813.927.8974	\$9,301.50	Removal & Replacement of Concrete Driveway	2021
Waterset Warranty Punchlist, Reservoir Court, Apollo Beach, Hillsborough County, Florida	Ripa & Associates, LLC, Ryan Craft, 813.623.6777	\$8,500.00	Removal & Replacement of Cracked and Damaged Curb and Handicap Ramp	2021
Miller Creek Phase 1C2 Warranty Punchlist, Wash Island Drive, Sun City Center, Hillsborough County, Florida	Ripa & Associates, LLC, John Flinn, 813.623.6777	\$14,500.00	Removal & Replacement of Cracked and Damaged Curb and Handicap Ramp	2021
Epperson Phase 4 Townhomes, Rolling Shell & Blue Passing Loop, Wesley Chapel, Pasco County, Florida	Ripa & Associates, LLC, Josh Smith, 813.623.6777	\$114,000.00	Demolition & Modification of Pasco Type 1 Inlet into FDOT Type V Inlet to Accomodate a New Driveway Connection	2021
Annual Pavement Rehabilitation Program, Various Locations, Pasco County, Florida	Asphalt Paving Systems, Bud Kramer, 813.469.6985	\$310,800.00	Removal & Replacement of cracked and damaged Curb, South/West Driveways, in multiple locations	2020

[illegible]

Project: Bobcat Trail CDD - Sam Date: Fri 4/8/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



**CORPORATE
HEADQUARTERS**

1409 Tech Boulevard, Suite 1
Tampa, FL 33619



SARASOTA OFFICE

108 Triple Diamond Blvd.
North Venice, FL 34275-3631



FLEET DEPARTMENT

10149 Fisher Avenue
Tampa, FL 33619



CONCRETE DIVISION

Adam Hopkins

Email: AHopkins@floridaasphalt.com

ASPHALT DIVISION:

John Bramonte

Email:

JBramonte@floridaasphalt.com

NEW PROJECTS:

Chris LaFace

Email: claface@ripaconstruction.com

813.623.6777 Phone

813.663.6721 Fax

www.FloridaAsphalt.com

FLORIDA LICENSED CONTRACTOR

CG-C009082

CU-C057369

PC-C056774

Fire Protection System Contractor V

CU-C1224980

FPC12-000056



Sixth Order of Business

6B.

**KENNEDY ELECTRIC CO. OF PUNTA GORDA, INC.**

PO BOX 511184
PUNTA GORDA, FL 33951-1184

941-639-1250
Fax 941-629-8666

State Certified ♦ License # EC0002368 ♦ License # CAC1816037

May 4, 2022

Bobcat Trail
Attn: Justin Faircloth / Dick Burke
c/o Inframark
Bobcat Trail Blvd
North Port, FL 34288

Re: Electric service for pool.

PROPOSAL

Provide and install an independent 200amp electric service at the pool house building.

Specifics:

- a) +/- 275' of bore across the road to the utility transformer behind the golf course maintenance building.
- b) Connect pool house sub panel to new service disconnect.
- c) Remove conductors from clubhouse electric
- d) Grounding, Bonding and permitting included
- e) GPR survey of existing utilities included

*Notes: Confirmation of space available in utility transformer must be confirmed.

Bore	\$ 5,400.00
Materials	\$ 7,260.92
Labor	\$ 7,000.00
Permit	\$ <u>275.00</u>

Total Labor & Materials

\$ 19,935.92

Please return the signed proposal by fax or email to kennedyelec@hotmail.com. Once received, we will begin the paperwork and material ordering to get this scheduled and completed.

Signature

Date

Seventh Order of Business

7B.



Ron Turner
Supervisor of Elections
Sarasota County: Our County. Our Vote.

Agenda Page 251

April 20, 2022

Sandra H. Demarco
Recording Manager
Inframark Management Services
210 N University Drive, Suite 702
Coral Springs, Florida 33071

Subject: Qualified Registered Electors for Bobcat Trail CDD

Dear Sandra:

Listed below is the total number of qualified registered electors for the Bobcat Trail Community Development District as of April 15, 2022.

Precinct: 333 Voters: 794

Sincerely,

Ron Turner
Supervisor of Elections
Sarasota County, Florida

RT/alp

7C

RESOLUTION 2022-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF EMERGENCY EXPENSES AND CERTAIN MAINTENANCE REPAIR EXPENSES, AND AUTHORIZING THE CHAIRPERSON TO APPROVE SAID PAYMENTS WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bobcat Trail Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Sarasota County, Florida; and

WHEREAS, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors (“**Board**”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, to conduct the business of the District in an efficient manner, the Board has identified the need to authorize the Board’s Chairperson to approve emergency expenditures and certain expenditures for maintenance repairs without the prior approval of the Board; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Emergency Expenditures: The Board hereby authorizes the Chairperson to make payment of invoices for emergency expenses that meet the following requirements:

- In the determination of the Chairperson and in consultation with the District Manager, a delay in addressing the emergency could lead to damage to District property, could lead to increased cost to make the necessary repairs if not addressed immediately, or is a matter of health, safety, or welfare of the District and its residents; and
- Funds are available within the District budget to make the necessary repairs, either in a regular budget line item or in reserve funds.

SECTION 2. Maintenance Repairs: The Board hereby authorizes the Chairperson to make payment of invoices for maintenance/repair expenses up to a not-to-exceed amount of _____ dollars (\$_____) that meet the following requirements:

- In the determination of the Chairperson and in consultation with the District Manager, the maintenance/repair item needs to be addressed immediately to allow for efficient District operations and to meet the needs of the Bobcat Trail community.
- The cost for the maintenance/repair item does not exceed the amount budgeted for the maintenance/repair item.

SECTION 3. Ratification. Any payment made pursuant to this Resolution shall be submitted to the Board at the next scheduled Board meeting for approval and ratification.

SECTION 4. Severability. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 5. Conflicts. All Sections or part of Sections of any Resolutions or actions of the Board of Supervisors in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2022.

ATTEST:

**BOBCAT TRAIL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

7D.

Bobcat Trail
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2023

Version 1 - Proposed Budget:
(Printed on 5/09/2022 1pm)

Prepared by:



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Bobcat Trail
Community Development District

Operating Budget
Fiscal Year 2023

BOBCAT TRAIL

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY- SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
REVENUES							
Interest - Investments	\$ 12,517	\$ 3,758	\$ 3,000	\$ 1,410	\$ 1,007	\$ 2,417	\$ 3,217
Special Events	280	-	1,000	-	1,000	1,000	500
Interest - Tax Collector	1,274	34	1,000	-	1,000	1,000	1,000
Rents or Royalties	-	93	500	280	220	500	400
Special Assmnts- Tax Collector	769,562	769,562	769,563	730,350	39,213	769,563	769,563
Special Assmnts- Other	110,332	110,332	110,332	104,710	5,622	110,332	110,332
Special Assmnts- Discounts	(25,851)	(27,209)	(35,196)	(31,318)	-	(31,318)	(35,196)
Other Miscellaneous Revenues	5,004	3,429	2,000	246	1,754	2,000	2,000
Gate Bar Code/Remotes	1,818	1,780	2,000	1,363	637	2,000	2,000
TOTAL REVENUES	883,764	861,779	854,199	807,041	50,453	857,494	853,816
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	11,600	11,600	12,000	5,800	6,200	12,000	12,000
FICA Taxes	887	887	918	474	474	948	918
ProfServ-Engineering	14,625	13,070	20,000	16,233	11,595	27,828	25,000
ProfServ-Legal Services	15,184	7,920	15,000	14,465	6,250	20,715	15,000
ProfServ-Trustee Fees	-	3,717	3,717	3,717	-	3,717	3,717
Auditing Services	3,700	3,800	4,200	4,200	-	4,200	4,300
Insurance - General Liability	17,018	17,007	18,000	18,710	-	18,710	19,000
Legal Advertising	1,334	558	1,000	455	545	1,000	1,000
Miscellaneous Services	1,739	189	1,700	-	1,700	1,700	1,000
Misc-Assessment Collection Cost	8,614	8,647	13,198	12,056	1,142	13,198	13,198
Misc-Web Hosting	1,991	1,908	1,908	954	681	1,635	2,000
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	76,867	69,478	91,816	77,239	28,588	105,827	97,308
<i>Other General Govt Services</i>							
ProfServ-Dissemination Agent	1,000	-	-	-	-	-	-
ProfServ-Mgmt Consulting	51,650	51,650	53,045	30,943	22,102	53,045	53,045
ProfServ-Special Assessment	6,180	6,180	6,180	6,180	-	6,180	6,365
ProfServ-E-mail Maintenance	3,486	2,127	2,000	936	1,064	2,000	2,000
Postage and Freight	420	279	200	145	55	200	300
Printing and Binding	7	12	1,000	82	59	141	900
Office Supplies	-	264	500	50	36	86	500
Total Other General Govt Services	62,743	60,512	62,925	38,336	23,315	61,651	63,110
<i>Landscape Services</i>							
Contracts-Landscape	106,500	142,047	142,047	82,861	59,186	142,047	142,047
Contracts-Trees & Trimming	4,090	-	-	-	-	-	1,000
R&M-Irrigation	31,377	10,907	10,000	2,304	-	2,304	9,001
R&M-Landscape Renovations	-	9,374	10,000	179	4,167	4,346	10,000
R&M-Plant Replacement	458	9,726	4,000	413	1,667	2,080	6,000
R&M-Landscape Lighting	3,168	1,812	3,000	2,118	882	3,000	3,000
R&M-Phase III	-	-	55,400	80,290	-	80,290	40,000
Misc-Holiday Lighting	-	16	850	338	512	850	850
Total Landscape Services	201,408	173,882	225,297	168,503	66,413	234,916	211,898

BOBCAT TRAIL

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY- SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
Utilities							
Electricity - Streetlights	3,294	3,316	6,300	2,276	1,626	3,902	3,000
Electricity - Gate	2,892	2,899	5,500	1,876	1,340	3,216	2,500
Electricity - Irrigation	1,659	1,480	2,500	1,536	1,097	2,633	10,000
Total Utilities	7,845	7,695	14,300	5,688	4,063	9,751	15,500
Gatehouse							
Contracts-Security Services	70,788	70,788	72,000	50,626	21,374	72,000	72,000
Communication - Telephone	3,652	3,674	4,300	2,263	1,550	3,813	4,300
Utility - Water & Sewer	688	615	850	411	241	652	850
R&M-Gate	578	250	2,000	801	1,199	2,000	2,000
R&M-Access&Surveillance Systems	4,107	2,507	1,500	816	555	1,371	1,500
Misc-Bar Codes	784	4,200	4,000	417	1,667	2,084	4,100
Op Supplies - Gatehouse	49	200	500	-	500	500	750
Capital Outlay	-	-	22,000	24,065	-	24,065	-
Reserve - Gate	-	-	-	-	-	-	2,800
Total Gatehouse	80,646	82,234	107,150	79,399	27,085	106,484	88,300
Lakes and Roads							
Contracts-Lakes	34,273	34,853	36,000	22,701	14,245	36,946	38,484
R&M-Lake	-	12,150	10,000	-	4,167	4,167	10,000
R&M-Road Cleaning	2,095	1,170	4,170	585	3,585	4,170	4,775
R&M-Sealcoating	-	277,186	183,866	174,224	9,642	183,866	89,046
R&M-Sidewalks	36,746	7,270	7,000	27,835	-	27,835	4,500
R&M-Stormwater System	-	9,195	10,000	-	10,000	10,000	10,000
R&M-Invasive Plant Maintenance	1,100	-	2,000	-	2,000	2,000	2,000
R&M-Street/Gutter Repairs	260	1,970	10,000	63,589	-	63,589	40,000
Miscellaneous Maintenance	-	182	5,000	-	2,083	2,083	5,000
Reserve - Lakes	-	-	30,000	-	-	-	10,000
Reserve - Roadways	-	-	-	-	-	-	10,000
Total Lakes and Roads	74,474	343,976	298,036	288,934	45,722	334,656	223,805
Community Center							
Payroll-Hourly	20,544	21,706	21,750	12,679	8,446	21,125	22,838
FICA Taxes	1,572	1,661	1,664	970	646	1,616	1,747
Contracts-Other Services	7,931	1,395	1,500	593	424	1,017	1,600
Contracts-Cleaning Services	10,800	13,590	12,500	7,500	6,000	13,500	12,500
Utility - Other	5,013	5,150	5,400	3,012	2,175	5,187	5,400
Electricity - General	3,886	3,721	5,400	2,604	1,200	3,804	5,400
Utility - Water & Sewer	3,830	3,887	4,800	2,799	1,060	3,859	5,000
Insurance - Property	11,062	11,061	12,500	12,474	-	12,474	12,500
R&M-Pest Control	460	460	550	230	320	550	550
R&M-Tennis Courts	10,050	-	500	374	126	500	500
R&M-Fitness Equipment	1,594	5,952	6,500	398	700	1,098	8,000
R&M-Maintenance	5,453	527	4,000	3,212	1,667	4,879	4,000
Misc-Contingency	220	250	4,000	592	-	592	800
Cleaning Services	1,098	-	800	-	800	800	1,200
Supplies - Misc.	2,411	1,779	4,000	784	1,311	2,095	3,500
Capital Outlay	6,950	13,168	-	-	-	-	6,000
Total Community Center	101,455	84,307	85,864	48,221	24,873	73,094	91,535

BOBCAT TRAIL

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY- SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
Pools and Maintenance							
Payroll-Hourly	14,860	13,630	22,000	8,536	5,709	14,245	23,100
FICA Taxes	1,137	1,043	1,683	653	437	1,090	1,767
Contracts-Pools	7,613	7,763	8,050	4,580	3,250	7,830	9,000
Utility - Gas	146	181	700	96	68	164	800
Utility - Water & Sewer	3,229	2,884	6,800	683	488	1,171	7,100
R&M-Pools	4,295	9,029	4,400	9,815	1,833	11,648	4,800
R&M-Vehicles	117	417	1,600	3,885	-	3,885	1,000
R&M-Community Maintenance	11,366	5,292	12,500	2,726	9,774	12,500	13,100
R&M-Pressure Reducing Valve	8,996	679	2,000	-	2,000	2,000	3,000
Capital Outlay	-	-	-	-	-	-	10,000
Total Pools and Maintenance	51,759	41,722	59,733	30,974	23,558	54,532	73,667
Debt Service							
Principal Debt Retirement	15,533	15,533	-	-	-	-	-
Interest Expense	466	466	-	-	-	-	-
Total Debt Service	15,999	15,999	-	-	-	-	-
TOTAL EXPENDITURES	673,196	879,805	945,121	737,294	243,618	980,912	865,123
Excess (deficiency) of revenues Over (under) expenditures	210,568	(18,026)	(90,922)	69,747	(193,165)	(123,418)	(11,307)
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	(90,922)	-	-	-	(11,307)
TOTAL OTHER SOURCES (USES)	-	-	(90,922)	-	-	-	(11,307)
Net change in fund balance	210,568	(18,026)	(90,922)	69,747	(193,165)	(123,418)	(11,307)
FUND BALANCE, BEGINNING	982,422	1,192,990	1,174,964	1,174,964	-	1,174,964	1,051,546
FUND BALANCE, ENDING	\$ 1,192,990	\$ 1,174,964	\$ 1,084,042	\$ 1,244,711	\$ (193,165)	\$ 1,051,546	\$ 1,040,239

Community Development District

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2023	\$ 1,051,546
Net Change in Fund Balance - Fiscal Year 2023	(11,307)
Reserves - Fiscal Year 2023 Additions	22,800
Total Funds Available (Estimated) - 9/30/2023	1,063,039

ALLOCATION OF AVAILABLE FUNDS***Assigned Fund Balance***

Operating Reserve - First Quarter Operating Capital (Prior Years)	60,000 ⁽²⁾	⁽¹⁾
Operating Reserve - First Quarter Operating Capital (FY 2023)	-	60,000
Reserves - Activity Center (Prior Years)	56,720 ⁽²⁾	
Reserves - Activity Center (FY 2022)	-	
Reserves - Activity Center (FY 2023)	-	56,720
Reserves - CAM/fence construction (prior years)	10,000 ⁽²⁾	10,000
Reserves - Gate (prior years)	22,000 ⁽²⁾	
Reserves - Gate (FY 2023)	2,800	24,800
Reserves - Gatehouse (Prior Years)	10,000 ⁽²⁾	10,000
Reserves - Lakes (Prior Years)	200,000 ⁽²⁾	
Reserves - Lakes (FY 2022)	30,000	
Reserves - Lakes (FY 2023)	10,000	240,000
Reserves - Landscape (Prior Years)	43,000 ⁽²⁾	
Reserves - Landscape (FY 2022)	-	
Reserves - Landscape (FY 2023)	-	43,000
Reserves - Pools (Prior Years)	25,000 ⁽²⁾	25,000
Reserves - Roadways (Prior Years)	554,548 ⁽²⁾	
Reserves - Roadways (FY 2023)	10,000	564,548
Reserves - Security Features (Prior Years)	15,000 ⁽²⁾	15,000
Reserves - Vehicle (Prior Years)	13,407 ⁽²⁾	
Reserves - Vehicle (FY 2022)	-	
Reserves - Vehicle (FY 2023)	-	13,407

Total Allocation of Available Funds	1,062,475
--	------------------

Total Unassigned (undesignated) Cash	\$ 564
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Notes

(1) This represents 3 months of operating expenses.

(2) Board assigned prior year fund balance (as of 9/30/21) by motion on 11/18/21.

Budget Narrative
Fiscal Year 2023

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their operating accounts.

Special Events

The District conducts special events including dinner dances, holiday events and other occasions, throughout the year.

Interest-Tax Collector

Interest on assessments held between date of collection by the tax collector's office and distribution to the district.

Rents or Royalties

Rental fees collected for the use of the district facility.

Special Assessments-Tax Collector (Residential)

The District will levy a Non-Ad Valorem assessment on all the residential property within the District to pay for the operating expenditures during the Fiscal Year.

Special Assessment-Other (Bobcat Village)

The District will levy a Non-Ad Valorem assessment on all the commercial property within the District to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments up to a maximum of 4%. The budgeted amount for the fiscal year has been set by the board.

Other Miscellaneous Revenues

Sales tax collection allowances and other revenues not included within another budgeted line item.

Gate Bar Code/Remotes

The District collects a nominal fee for each gate remote distributed.

EXPENDITURES

Administrative

P/R-Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon all supervisors attending 12 meetings.

FICA Taxes

Payroll taxes for supervisor salaries are calculated as 7.65% of payroll.

Professional Services-Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for monthly board meetings when requested, review of invoices, and other specifically requested assignments which may include road improvement, lake remediation, fencing/security and issues resulting from a possible 'land swap' with the golf course.

Professional Services-Legal Services

The District's Attorney provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisors and the District Manager.

Budget Narrative
Fiscal Year 2023

Administrative (continued)

Professional Services-Trustee

The District issued a series 1999 bond and series 2017 note with funds deposited with a Trustee to handle all trustee matters. The annual trustee fee is based on standard fees charged plus any out-of-pocket expenses.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on an optional renewal within an existing engagement letter.

Insurance-General Liability

The District's General Liability, Public Officials Liability and Special Events Insurance policies are with Public Risk Insurance Agency, Inc. They specialize in providing insurance coverage to governmental agencies. The District's Worker's Compensation policy is with Preferred Governmental.

Legal Advertising

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

Miscellaneous Services

This includes monthly bank charges and miscellaneous expenses that may be incurred during the year that are not included in another budgeted line item.

Miscellaneous-Assessment Collection Cost

The District reimburses Sarasota County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 1.5% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was set by the board.

Miscellaneous-Web Hosting

GoDaddy charges for website.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

Other General Gov't Services

Professional Services-Management Consulting Services

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Infrastructure Management Services. Also included are costs for Information Technology charges to process the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark Infrastructure Management Services in accordance with the management contract.

Budget Narrative
Fiscal Year 2023

Other General Gov't Services (continued)

Professional Services-Special Assessment

Inframark provides Assessment Services for all the properties within the CDD for the General Fund, Series 1999 Debt Service Fund and Series 2017 Debt Service Fund. These services include, but are not limited to:

- Working with the Sarasota Property Appraiser to insure the accuracy of the data they provide each year for levying purposes.
- Preparation, maintenance and certification of the District's annual assessment roll to the Sarasota County Tax Collector.
- Customer service which includes answering questions regarding annual assessments, what a CDD is, length and terms of the bonds, etc.
- Preparation of estoppel letters for refinancing and property transfers.
- Processing and transmission of pay downs to the Trustee for those property owners wishing to prepay their CDD debt.
- Analysis and supplemental schedules requested throughout the fiscal year as well assessment schedules included in the annual budget preparation.

Professional Services-E-mail Maintenance

Office 365 and Barracuda charges to manage e-mail accounts.

Postage and Freight

FedEx charges and reimbursements made to Inframark for actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence. The fiscal year budget is based on prior year spending and anticipated needs.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects. The budgeted amount for the fiscal year is based on prior year spending and anticipated needs.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Landscape Services

Contracts-Landscape

This category includes costs associated with landscape maintenance, mowing, edging, and weeding. Mulch, tree trimming, monthly wet testing and repair of the irrigation system, including materials, may also be recorded here.

Contracts-Trees & Trimming

Funds set aside for tree trimming projects as determined by the district board.

R&M-Irrigation

The District anticipates a one-time large repair to the irrigation system in the commercial area.

R&M-Landscape Renovations

Costs associated with landscape renovations throughout the District including sod replacement.

R&M-Plant Replacement

Costs associated with plant replacement throughout the District.

R&M-Landscape Lighting

The District anticipates costs associated with landscape lighting maintenance, including parts and labor.

Budget Narrative
Fiscal Year 2023

Landscape Services (continued)

R&M-Phase III

Landscape costs associated with phase III.

Miscellaneous-Holiday Lighting

Costs associated with outside holiday lighting within the District.

Utilities

Electricity-Streetlights

Street lighting usage for District facilities and assets. Costs are based on historical expenses incurred with Florida Power & Light (FPL) and include the following accounts:

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	00592-38485	Bobcat Village Center Rd #ST LT
FPL	53383-17489	1352 Bobcat Trail #Lights
FPL	92543-09488	Bobcat Trail #ST Lighting

Electricity-Gate

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	56933-92028	1010 Bobcat Trail #Guardhouse
FPL	92196-12026	Woodhaven Drive #Gate 2

Electricity-Irrigation

VENDOR	ACCOUNT#	SERVICE ADDRESS
FPL	88616-20030	1751 Bobcat Trail #IRR
FPL	54961-11039	1508 Palmetto Palm Terr. #IRR

Gatehouse

Contracts-Security Services

Gate guard and security services to be provided Envera. It should be noted that some of the original equipment may need to be replaced or upgraded during the period.

Communications-Telephone

Telephone and internet services provided by Frontier and Comcast required to keep the gate and camera systems operational.

Utility-Water/Sewer

This category represents utility charges currently assessed by North Port Utilities for water and sewer.

VENDOR	ACCOUNT#	SERVICE ADDRESS
North Port Utilities	34841-152336	1010 Bobcat Trail #Gatehouse

Budget Narrative
Fiscal Year 2023

Gatehouse (continued)

R&M-Gate

Costs to repair and maintain community gates. The District may upgrade the front and back gate areas to include some sidewalk work, pedestrian gates and some monument modifications at the back gate.

R&M-Access & Surveillance System

Costs to maintain access and surveillance system. Services provided by Frontier.

Miscellaneous-Bar Codes

Bar code and FOB costs for remote entry.

Op Supplies-Gatehouse

Costs associated with supplies to operate gatehouse.

Reserve-Gate

Funds set aside for Gate projects as determined by the district board.

Lakes and Roads

Contracts-Lakes

Monthly lake maintenance services provided by Solitude Lake Management.

R&M-Lake

Costs to maintain the lakes and repair minor shoreline problems throughout the district that are outside of the monthly maintenance contract.

R&M-Road Cleaning

Street cleaning services provided by Clean Sweep including a contingency.

R&M-Sealcoating

The District anticipates resealing various areas which may include Kentia, Coconut, Bobcat Village Ctr, Bobcat Trail, Bailey and Lady.

R&M-Sidewalks

Includes all costs associated with maintenance of the sidewalks within the District.

R&M-Stormwater System

Costs to repair the stormwater system throughout the district, including stormwater mulching and related engineering costs.

R&M-Invasive Plant Maintenance

Costs for removing or containing invasive plants throughout the District.

R&M-Street/Gutter Repairs

Various repairs to the roads and gutters throughout the District.

Miscellaneous Maintenance

Costs that the district may incur but are not budgeted for within another line item.

Reserve-Lakes

The JMT Lakes Assessment will provide a multi-year plan to address bank regrading and stabilization. Depending on the erosion control option selected by the Board, the overall costs could be upwards of over \$1M. The multi-year plan will allow for spreading these costs out over ten years.

BOBCAT TRAIL

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2023**Lakes and Roads (continued)****Reserve-Roadways**

Costs set aside for roadway projects.

Community Center**Payroll-Hourly**

Payroll for hourly community center personnel.

FICA Taxes

Payroll taxes for hourly community center personnel.

Contracts-Other Services

The District has multiple contracts to support the Community Center and grounds including Total Air Solutions for A/C Inspections, and Wenzel Electric for Alarm Monitoring.

Contracts-Cleaning Services

The District has a contract with Cleaning 4 U to clean the community center.

Utility-Other

Cost associated with phone, TV & internet services provided by Frontier.

Electricity-General

This category includes community center electricity incurred with Florida Power & Light.

VENDOR	DESCRIPTION	SERVICE ADDRESS
FPL	Acct# 87553-99402	1352 Bobcat Trail

Utility-Water/Sewer

This category includes water and sewer costs associated with the community center. North Port Utilities provides these services.

VENDOR	ACCOUNT#	SERVICE ADDRESS
North Port Utilities	34841-175058	1352 Bobcat Trail

Insurance-Property

This represents property insurance for the community center.

R&M-Pest Control

GardenMasters of SW FL provides pest control services at a cost of \$115/quarter.

R&M-Tennis Courts

Routine repair and maintenance costs associated with the tennis courts.

R&M-Fitness Equipment

The District has a contract for cleaning and servicing the fitness equipment. Repair of equipment is an additional fee. The District may replace fitness equipment as needed. Equipment with an individual cost of less than \$5,000 may be recorded here.

R&M-Maintenance

This line item will represent costs associated with the community center which were not included as part of another budget line item.

Budget Narrative
Fiscal Year 2023

Community Center (continued)

Miscellaneous Contingency

May include costs associated with special events and any other items not budgeted for within another line item.

Cleaning Services

May include cleaning supplies or cleaning services that are outside of the contracted services.

Supplies - Miscellaneous

This line item will capture costs associated with supply purchases for the community center.

Capital Outlay

Funds set aside for capital projects as determined by the district board.

Pools and Maintenance

Payroll-Hourly

Payroll for maintenance field personnel.

FICA Taxes

Payroll taxes for hourly field personnel are calculated as 7.65% of payroll.

Contracts-Pools

The District has contracted with A & D Pool to maintain the community pool.

Utility-Gas

VENDOR	ACCOUNT	SERVICE AREA
TECO Peoples Gas	08946188	1352 Bobcat Trail

Utility-Water/Sewer

Cost associated with water/sewer at pool area incurred with North Port Utilities.

R&M-Pools

Various repair and supply costs associated with the pool and pool building.

R&M-Vehicles

Fuel for security patrol and repairs for District vehicle.

R&M-Community Maintenance

Includes all costs associated with maintaining the common area within the District.

R&M-Pressure Reducing Valves

Cost associated with maintaining pressure reducing valves (PRVs) throughout the District.

Capital Outlay

Funds set aside for capital projects as determined by the district board.

Bobcat Trail
Community Development District

Debt Service Budgets
Fiscal Year 2023

Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY- SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
REVENUES							
Interest - Investments	\$ 774	\$ 6	\$ 12	\$ 3	\$ 9	\$ 12	\$ 12
Special Assmnts- Tax Collector	245,899	245,899	245,899	233,370	12,529	245,899	245,899
Special Assmnts- Discounts	(7,928)	(7,604)	(9,836)	(8,752)	-	(8,752)	(9,836)
TOTAL REVENUES	238,745	238,301	236,075	224,621	12,538	237,159	236,075
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessment Collection Cost	2,407	2,417	3,688	3,369	319	3,688	3,688
Total Administrative	6,124	2,417	3,688	3,369	319	3,688	3,688
<i>Debt Service</i>							
Principal Debt Retirement	174,000	180,000	185,000	-	185,000	185,000	190,000
Principal Prepayments	2,000	1,000	-	1,000	-	1,000	-
Interest Expense	55,441	50,408	45,245	22,623	22,608	45,231	39,897
Total Debt Service	231,441	231,408	230,245	23,623	207,608	231,231	229,897
TOTAL EXPENDITURES	237,565	233,825	233,933	26,992	207,927	234,919	233,585
Excess (deficiency) of revenues							
Over (under) expenditures	1,180	4,476	2,142	197,629	(195,389)	2,240	2,490
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	2,142	-	-	-	2,490
TOTAL OTHER SOURCES (USES)	-	-	2,142	-	-	-	2,490
Net change in fund balance	1,180	4,476	2,142	197,629	(195,389)	2,240	2,490
FUND BALANCE, BEGINNING	72,031	73,211	77,687	77,687	-	77,687	79,927
FUND BALANCE, ENDING	\$ 73,211	\$ 77,687	\$ 79,829	\$ 275,316	\$ (195,389)	\$ 79,927	\$ 82,416

Debt Amortization
Series 2017 Capital Improvement Revenue Refunding Note

Date	Principal	Prepayments	2.86% Interest	Principal Balance
11/01/22	\$0		\$19,949	\$1,395,000
05/01/23	\$190,000		\$19,949	\$1,205,000
11/01/23	\$0		\$17,232	\$1,205,000
05/01/24	\$188,000		\$17,232	\$1,017,000
11/01/24	\$0		\$14,543	\$1,017,000
05/01/25	\$193,000		\$14,543	\$824,000
11/01/25	\$0		\$11,783	\$824,000
05/01/26	\$193,000		\$11,783	\$631,000
11/01/26	\$0		\$9,023	\$631,000
05/01/27	\$210,000		\$9,023	\$421,000
11/01/27	\$0		\$6,020	\$421,000
05/01/28	\$206,000		\$6,020	\$215,000
11/01/28	\$0		\$3,075	\$215,000
05/01/29	\$215,000		\$3,075	\$0
Totals	\$1,395,000	\$0	\$163,249	

Budget Narrative
Fiscal Year 2023

REVENUES

Interest-Investments

The District earns interest income on their trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the debt service expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Miscellaneous-Assessment Collection Cost

The District reimburses the Sarasota County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 1.5% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 1.5% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement

This represents principal payments due within the current year for the series 1999 recreational revenue bond. This expense is split with the golf.

Interest Expense

This represents interest payments due within the current year for the series 1999 recreational revenue bond. This expense is split with the golf.

Note: Without sufficient revenues to cover operating expenses the district is without means to make the required principal and interest payments. The budget reflects that the debt service payments would have to be made using a portion of prior year's fund balance. Since the prior year's enterprise fund balance is negative, there are no funds from the prior year available to use.

Bobcat Trail
Community Development District

Supporting Budget Schedules
Fiscal Year 2023

Community Development District

Comparison of Assessment Rates
Fiscal Year 2023 vs. Fiscal Year 2022

Product	General Fund 001 (Common Area Maint)			Debt Service			Total Assessments per Unit			Units	Units
	FY 2023	FY 2022	Percent Change	FY 2023	FY 2022	Percent Change	FY 2023	FY 2022	Percent Change	Acres Total	Acres DS
Villas	\$1,381.62	\$1,381.62	0.0%	\$363.03	\$363.03	0.0%	\$1,744.65	\$1,744.65	0.0%	110	110
SF	\$1,381.62	\$1,381.62	0.0%	\$ 457.77	\$457.77	0.0%	\$1,839.39	\$1,839.39	0.0%	436	424
SF 2	\$1,381.62	\$1,381.62	0.0%	\$ 169.43	\$169.43	0.0%	\$1,551.05	\$1,551.05	0.0%	1	1
Golf/Commercial	\$13,816.22	\$13,816.21	0.0%	\$ 11,700.78	\$11,700.78	0.0%	\$25,517.00	\$25,517.00	0.0%	10	10
										557	545
Commercial	\$110,331.66	\$110,331.62	0.0%	\$0.00	\$0.00	n/a	\$110,331.66	\$110,331.62	0.0%	36.29	15.15
1	\$3,040.04	\$3,040.03	0.0%	\$0.00	\$0.00	n/a	\$3,040.04	\$3,040.03	0.0%	1.00	1.00
2	\$3,040.04	\$3,040.03	0.0%	\$0.00	\$0.00	n/a	\$3,040.04	\$3,040.03	0.0%	1.00	1.00
3	\$3,040.04	\$3,040.03	0.0%	\$0.00	\$0.00	n/a	\$3,040.04	\$3,040.03	0.0%	1.00	1.00
4	\$3,040.04	\$3,040.03	0.0%	\$0.00	\$0.00	n/a	\$3,040.04	\$3,040.03	0.0%	1.00	1.00
5	\$3,040.04	\$3,040.03	0.0%	\$0.00	\$0.00	n/a	\$3,040.04	\$3,040.03	0.0%	1.00	0.00
6	\$13,254.51	\$13,254.51	0.0%	\$0.00	\$0.00	n/a	\$13,254.51	\$13,254.51	0.0%	4.36	0.00
7	\$22,778.91	\$22,778.90	0.0%	\$0.00	\$0.00	n/a	\$22,778.91	\$22,778.90	0.0%	7.49	0.00
7.1	\$3,040.04	\$3,040.03	0.0%	\$0.00	\$0.00	n/a	\$3,040.04	\$3,040.03	0.0%	1.00	1.00
8	\$14,622.53	\$14,622.52	0.0%	\$0.00	\$0.00	n/a	\$14,622.53	\$14,622.52	0.0%	4.81	4.81
9	\$3,040.04	\$3,040.03	0.0%	\$0.00	\$0.00	n/a	\$3,040.04	\$3,040.03	0.0%	1.00	1.00
10	\$3,131.18	\$3,131.18	0.0%	\$0.00	\$0.00	n/a	\$3,131.18	\$3,131.18	0.0%	1.03	1.03
11	\$25,201.87	\$25,201.86	0.0%	\$0.00	\$0.00	n/a	\$25,201.87	\$25,201.86	0.0%	8.29	0.00
12	\$3,313.61	\$3,313.61	0.0%	\$0.00	\$0.00	n/a	\$3,313.61	\$3,313.61	0.0%	1.09	1.09
13	\$3,374.40	\$3,374.40	0.0%	\$0.00	\$0.00	n/a	\$3,374.40	\$3,374.40	0.0%	1.11	1.11
14	\$3,374.40	\$3,374.40	0.0%	\$0.00	\$0.00	n/a	\$3,374.40	\$3,374.40	0.0%	1.11	1.11
										36.29	15.15

RESOLUTION 2022-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE BOBCAT TRAIL COMMUNITY DEVELOPMENT
DISTRICT APPROVING THE BUDGET FOR FISCAL YEAR
2023 AND SETTING A PUBLIC HEARING THEREON
PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Bobcat Trail Community Development District (the “Board”) prior to June 15, 2022, a Proposed Operating and/or Debt Service Budget for Fiscal Year 2023; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said Proposed Budget and desires to set the required Public Hearing thereon;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE BOBCAT TRAIL COMMUNITY
DEVELOPMENT DISTRICT;**

1. The Budget proposed by the District Manager for Fiscal Year 2023 is hereby approved as the basis for conducting a Public Hearing to adopt said Budget.

2. A Public Hearing on said Approved Budget is hereby declared and set for the following date, hour and location:

Date: Thursday, August 18, 2022
Hour: 3:00 p.m.
Location: Bobcat Trail Community Center
1352 Bobcat Trail Boulevard
North Port, Florida 34288

3. Notice of this Public Hearing shall be published in the manner prescribed by Florida Law.

4. In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post this Proposed Budget on the District’s website at least two days before the Budget Hearing date, as set forth in Section 2.

Adopted this 19th day of May, 2022.

Paul Fisher
Chairman

Justin Faircloth
Secretary

TENTH ORDER OF BUSINESS

10Fi

SOLITUDE

LAKE MANAGEMENT



Bobcat Trail CDD Waterway Inspection Report

Reason for Inspection: 2022-04-22

Inspection Date:

Prepared for:

Ms. Janet Guyer

1352 Bobcat Trail

North Port, Florida 34288

Prepared by:

Christina Kennedy, Aquatic Biologist

FORT MYERS FIELD OFFICE
SOLITUDELAKEMANAGEMENT.COM
888.480. LAKE (5253)

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Site: 1

Comments:

Normal growth observed

Shoreline is well maintained, spot treat minimal grasses, and brush. Some of the sod installed on lake bank near pool will likely drown when lake levels rise.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 2

Comments:

Site looks good

Shoreline is well maintained. Algae and aquatic weeds are controlled. The old green has collapsed depositing sediment into lake edge.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 3

Comments:

Site looks good

Shoreline is well maintained. Algae and aquatic weeds are controlled.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 4

Comments:

Site looks good
Shoreline is well maintained.
Algae and aquatic weeds are controlled.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 5

Comments:

Site looks good
Shoreline is well maintained.
Treat perimeter for chara.

Action Required:

Routine maintenance next visit

Target:

Submersed vegetation



Site: 6

Comments:

Normal growth observed
Shoreline is well maintained,
minimal brush and grasses noted.
Algae and aquatic weeds are controlled.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 7

Comments:

Requires attention

Treat for grasses and brush along SE shoreline. Algae and aquatic weeds are controlled. Large washout observed along western cove behind homes.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 8

Comments:

Normal growth observed

Torpedograss treated along preserve, minimal growth noted. Algae and aquatic weeds are controlled. Large washouts along old golf course.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 9

Comments:

Normal growth observed

Shoreline is well maintained, spot treat seasonal brush. Algae and aquatic weeds are controlled.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 10

Comments:

Normal growth observed
Shoreline is well maintained, spot treat seasonal brush. Algae and aquatic weeds are controlled.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 11

Comments:

Requires attention
Spot treat seasonal brush and grasses. Algae and aquatic weeds are controlled.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 12

Comments:

Normal growth observed
Shoreline is well maintained, minimal growth around Thalia in W cove. Algae and aquatics are controlled.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 13

Comments:

Requires attention

Treat for torpedograss. Monitor and treat as needed for bacopa.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 14

Comments:

Normal growth observed

Shoreline is well maintained. Algae and aquatic weeds are controlled. Large washouts noted.

Action Required:

Routine maintenance next visit

Target:

Planktonic algae



Site: 15

Comments:

Normal growth observed

Shoreline is well maintained, minimal growth noted. Algae and aquatic weeds are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 16

Comments:

Site looks good
Shoreline is well maintained.
Algae and aquatic weeds are controlled. Large washouts noted.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 17

Comments:

Site looks good
Shoreline is well maintained,
minimal growth noted. Algae and
aquatic weeds are controlled.
Large washouts noted.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 18

Comments:

Requires attention
Treat shoreline for seasonal
brush, and grasses. Algae and
aquatic weeds are at controlled
levels.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 19

Comments:

Site looks good
Shoreline is well maintained.
Algae and aquatic weeds are controlled.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Management Summary

- The majority of the lakes had routine levels of grasses and brush noted which will continue to be maintained on regularly scheduled treatment events. Sites that had above average shoreline weeds was site 8, along the preserve.

- Many of the lakes have bacopa growing in them. Bacopa is a native plant that can help with bank stabilization, we may leave some of the bocopa on the banks as the water levels go down to help hold the sediment in place since the lakes become extremely low in the winter.

- Erosion is quite severe across all lakes.

Action Items:

- Solitude will resume treatment of littoral areas, awaiting direction from CDD representative Janet Guyer.

- Green areas 20 and 21 are currently being mowed.

- Site 18 is receiving bacteria treatments to help mitigate algae growth.

** The service department has been notified of all observations.

Bobcat Trail CDD Waterway Inspection Report

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2022-04-22

Site	Comments	Target	Action Required
1	Normal growth observed	Shoreline weeds	Routine maintenance next visit
2	Site looks good	Species non-specific	Routine maintenance next visit
3	Site looks good	Species non-specific	Routine maintenance next visit
4	Site looks good	Species non-specific	Routine maintenance next visit
5	Site looks good	Submersed vegetation	Routine maintenance next visit
6	Normal growth observed	Shoreline weeds	Routine maintenance next visit
7	Requires attention	Shoreline weeds	Routine maintenance next visit
8	Normal growth observed	Shoreline weeds	Routine maintenance next visit
9	Normal growth observed	Shoreline weeds	Routine maintenance next visit
10	Normal growth observed	Shoreline weeds	Routine maintenance next visit
11	Requires attention	Shoreline weeds	Routine maintenance next visit
12	Normal growth observed	Shoreline weeds	Routine maintenance next visit
13	Requires attention	Torpedograss	Routine maintenance next visit
14	Normal growth observed	Planktonic algae	Routine maintenance next visit
15	Normal growth observed	Shoreline weeds	Routine maintenance next visit
16	Site looks good	Species non-specific	Routine maintenance next visit
17	Site looks good	Species non-specific	Routine maintenance next visit
18	Requires attention	Shoreline weeds	Routine maintenance next visit
19	Site looks good	Species non-specific	Routine maintenance next visit

Bobcat Trail CDD
North Port

NAC 3-2018

