

**BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

NOVEMBER 17, 2022

AGENDA PACKAGE

Bobcat Trail Community Development District

Inframark, Community Management Services

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

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

November 10, 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, November 17, 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**
- 3. Public Comment (3) Minute Time Limit**
- 4. Approval of the Consent Agenda**
 - A. October 20, 2022 CDD Minutes
 - B. October 31, 2022 Financial Report and Payment Register
 - C. November 1, 2022 Infrastructure /Asset Management Committee Meeting Minutes
 - D. Proposal from Main Gate Enterprises, Inc. for Hurricane Repairs
 - E. Proposal from Americast Development Company for Tennis Court Repair Proposal
 - F. Proposal from Americast Development Company for Sidewalk Repair at Bobcat Trail & Phoenix Palm Terrace in the Amount of \$7,800
 - G. Gate House Repairs in the Amount of \$3,275
- 5. Public**
 - A. Public Hearing to Adopt Proposed Amendments to its *Rules Policies and Procedures* Governing Operations of the District and Rules Related to Procedures and Fees
 - B. Consideration of Resolution 2023-05, Adopting Said Amendments
- 6. Old Business**
 - A. Golf Course Update
 - i. Grass Mowing – Monument Update
 - ii. Rich Smith November 9, 2022 Email – Woodhaven Drive Request

Bobcat Trail Community Development District
November 10, 2022
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- 7. New Business**
 - A. Resident Concerns
 - B. Approval of Phase III Roadway Paving Contract with Apex
 - C. Discussion of Main Gate Enterprises, Inc. Maintenance Proposal
 - D. Discussion of Green Area Maintenance
 - E. Discussion of District Legal Representation
- 8. Manager's Report**
 - A. Follow Up Items
 - i. SOLitude Update
- 9. Engineer's Report**
 - A. Development of District Map
- 10. Attorney's Report**
 - A. Consideration of Resolution 2023-04, Authorizing Payment of Emergency Expenses
 - B. Consideration of Campus Suite Contract
- 11. Other Reports**
 - A. Infrastructure/Asset Management Committee (Board Workshop)
 - B. Landscape Committee
 - C. Newsletter Supervisor
 - D. Finance Supervisor
 - E. Lakes and Roads Supervisor
 - F. Maintenance Supervisor
 - i. Hoover Pumping Systems Proposal SPN99103
 - G. Facilities Supervisor
 - H. HOA Updates
 - I. Commercial Properties
- 12. Public Comment (3) Minute Time Limit**
- 13. 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**

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- Paul Fisher, Chairman
- Robert Etherton, Vice Chairman
- Jeffrey Brall, Assistant Secretary
- Richard Burke, Assistant Secretary
- Jim Shanahan, Assistant Secretary

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

Agenda for Regular Meeting

Thursday, November 17, 2022 – 3:00 p.m.

- 1. Call to Order and Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment (3) Minute Time Limit**
- 4. Approval of the Consent Agenda**
 - A. October 27, 2022 CDD Minutes
 - B. October 31, 2022 Financial Report and Payment Register
 - C. November 1, 2022 Infrastructure /Asset Management Committee Meeting Minutes
 - D. Proposal from Main Gate Enterprises, Inc. for Hurricane Repairs
 - E. Proposal from Americast Development Company for Tennis Court Repair Proposal
 - F. Proposal from Americast Development Company for Sidewalk Repair at Bobcat Trail & Phoenix Palm Terrace in the Amount of \$7,800
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 - A. Follow Up Items
 - i. SOLitude Update

District Office:

Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
954-603-0033

Meeting Location:

Bobcat Trail Community Center
1352 Bobcat Trail Boulevard
North Port, Florida 34288
941-426-0808

- 9. Engineer's Report**
 - A. Development of District Map
- 10. Attorney's Report**
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 - D. Finance Supervisor
 - E. Lakes and Roads Supervisor
 - F. Maintenance Supervisor
 - i. Hoover Pumping Systems Proposal SPN99103
 - G. Facilities Supervisor
 - H. HOA Updates
 - I. Commercial Properties
- 12. Public Comment (3) Minute Time Limit**
- 13. Adjournment**

The next CDD Meeting is scheduled to be held Thursday, December 15, 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.

District Office:
Inframark, Community Management Services
210 North University Drive, Suite 702
Coral Springs, Florida 33071
954-603-0033

Meeting Location:
Bobcat Trail Community Center
1352 Bobcat Trail Boulevard
North Port, Florida 34288
941-426-0808

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, October 20, 2022 at 3:00 p.m. at the Bobcat Trail Community Center, located at 1352 Bobcat Trail Boulevard, North Port, Florida 34288.

Present and constituting a quorum were:

Paul Fisher	Chairman
Robert Etherton	Vice Chairman
Jeffrey Brall	Assistant Secretary
Richard Burke	Assistant Secretary
Jim Shanahan	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
David Jackson	District Counsel
Bill Gipp	LMP
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

The agenda for the meeting was presented, and the following items were requested:

- 5.D. – Entrance Landscaping – Rich Smith 10/5/22 Email.
- 6.D.iii. – Americast Development Company Proposal.

There being no further amendments,

On MOTION by Mr. Fisher, seconded by Mr. Burke, with all in favor, the Agenda was approved as amended. (5-0)

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

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

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

- A. September 15, 2022 CDD Minutes**
- B. September 27, 2022 Emergency CDD Minutes**
- C. September 30, 2022 Financial Report and Payment Register**
- D. October 4, 2022 Infrastructure & Asset Management Committee Minutes**
- E. Resolution 2023-02, Fiscal Year 2022 Budget Amendment**
- F. Motion to Assign Fund Balance**
- G. Ratification of Right of Entry Agreement with the City of North Port**
- H. Ratification of Contract for Disaster Recovery Services & FEMA Appeals with Disaster Law & Consulting, LLC**

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

There being none,

On MOTION by Mr. Etherton, seconded by Mr. Brall, with all in favor, the Consent Agenda, consisting of the items as listed above was approved as presented. (5-0)

FIFTH ORDER OF BUSINESS **Old Business**

- A. Document Retention Discussion & Consideration of Resolution 2023-01, Adopting a Records Retention Policy**
 - Mr. Faircloth provided an update on the records digitization noting the cost for Inframark to digitize all District records boxes was \$200/box.

On MOTION by Mr. Brall, seconded by Mr. Burke, with all in favor, Resolution 2023-01, Adopting a Records Retention Policy was adopted, and the Proposal for Inframark to digitize all District record boxes at a cost of \$200 per box, was approved.

- B. Golf Course Update**
 - i. Cloud Ten! Marketing Group, LLC Reimbursement Requests**
 - a. Irrigation Leak Repair**
 - Mr. Faircloth and Mr. Burke provided an update on the Golf Course irrigation leak noting it had been repaired.

b. Pool House Electric Discussion

- The Board requested that Mr. Faircloth respond to Mr. Smith's inquiry regarding the Pool House electric and state that Cloud Ten! Marketing Group, LLC can present a proposed amount for which they are looking to be reimbursed, along with corresponding back up, and the Board would be willing to review the request.

c. Pool House Water Discussion

- The Board requested that Mr. Faircloth respond to Mr. Smith's inquiry about the Pool House water and state that Cloud Ten! Marketing Group, LLC can present a proposed amount for which they are looking to be reimbursed, along with corresponding back up, and the Board would be willing to review the request.

d. Entrance Landscaping

- The Board discussed the entrance landscaping and Mr. Smith's October 5, 2022 email, and requested Mr. Jackson respond that the District would cut in front of the monuments and immediately behind the monuments, but would not maintain the back of the monuments any longer.

ii. Communication with SWFWMD

- The Board decided to table this item indefinitely.

iii. Golf Course Mowing

- The Board discussed this item, and Mr. Smith's October 17, 2022 email regarding Woodhaven Drive mowing, and the Board requested Mr. Faircloth make Mr. Smith aware the previous decision of the Board stands.

SIXTH ORDER OF BUSINESS**New Business****A. Resident Concerns****i. Resident Use of the CDD Truck**

- Mr. Faircloth commented on use of the District's truck by residents and recommended that the truck only be used District personnel, and Mr. Jackson concurred.
- Mr. Etherton discussed debris removal and barrier arms.
- Mr. Fisher discussed tree issues.

B. Approval of Phase III Roadway Paving Contract

Mr. Shanahan MOVED to approve the Phase III Roadway Paving Contract, and Mr. Fisher seconded the motion.

There being no further discussion,

On VOICE vote, with Mr. Fisher, Mr. Etherton, Mr. Shanahan and Mr. Burke voting aye, and Mr. Brall voting nay, the prior motion was approved. (4-1)

C. CDD Takeover Discussion of Mailbox & Yard Light Maintenance & Oversight

- The Board tabled this discussion indefinitely.

D. Hurricane Ian Discussion

i. Pool Damage

ii. Sign Damage

iii. Americast Development Company Proposal

- Hurricane Ian damage was discussed.

On MOTION by Mr. Shanahan seconded by Mr. Burke, with all in favor, the Proposal from Americast Development Company in the amount of \$13,600 to repair street signs and leaning light poles was approved. (5-0)

On MOTION by Mr. Burke, seconded by Mr. Fisher, with all in favor, a not to exceed amount of \$84,000 was approved for LMP Hurricane Ian clean-up efforts. (5-0)

- Expenditures should come from Reserves – Lakes.

E. Discussion of Notice of Successor Trustee and Consideration of Tri-Party Succession Agreement

On MOTION by Mr. Burke, seconded by Mr. Fisher, with all in favor, the Tri-Party Succession Agreement was approved. (5-0)

SEVENTH ORDER OF BUSINESS

Manager's Report

A. Follow Up Items

- Mr. Faircloth commented on follow up items.

i. SOLitude Discussion

- Mr. Shanahan discussed comments regarding the service from SOLitude and the report received regarding the lakes.

- Mr. Shanahan agreed to send a copy of the report to Mr. Faircloth.

156 **ii. Campus Suite Website Proposal**

157

158

159 On MOTION by Mr. Etherton, seconded by Mr. Brall, with all in
 160 favor, the Proposal from Campus Suite was approved, and District
 161 Counsel was authorized to develop a contract for execution. (5-0)

162

163 **iii. Email Account Update**

- 164 • Mr. Faircloth noted that although Complete I.T. was not interested in continuing to
 165 manage the District's website, they would be willing to continue managing the
 166 District's email accounts.
- 167

168 **EIGHTH ORDER OF BUSINESS**

Engineer's Report

169 **NINTH ORDER OF BUSINESS**

Attorney's Report

170 There being no reports, the next order of business followed.

171

172 **TENTH ORDER OF BUSINESS**

Other Reports

173 **A. Infrastructure/Asset Management Committee (Board Workshop)**

174 There being no report, the next item followed.

175

176 **B. Landscape Committee**

- Mr. Verrill discussed Hurricane Ian clean-up efforts.
- 177

178 **C. Newsletter Supervisor**

There being no report, the next item followed.

179

180 **D. Finance Supervisor**

- The Board discussed the District being over-budget for 2022.
- 181

182 **E. Lakes and Roads Supervisor**

183 **F. Maintenance Supervisor**

There being no reports, the next item followed.

184

185 **G. Facilities Supervisor**

- Mr. Etherton provided an apology for comments made regarding Fairway
 Commons.
- 187

188 **H. HOA Updates**

189 **I. Commercial Properties**

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

190

191 **ELEVENTH ORDER OF BUSINESS**

Public Comment (3) Minute Time Limit

192 Residents commented on the following items:

193

- Insurance.

- 194 • Mowing.
- 195 • Communication.
- 196 • The Board decided to cancel future Zoom meetings, but would keep the Zoom
- 197 account should they wish to conduct Zoom meetings in the future.

198

199 **TWELFTH ORDER OF BUSINESS**

Adjournment

200 There being no further business,

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202

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On MOTION by Mr. Etherton, seconded by Mr. Brall, with all in favor, the meeting was adjourned at 5:57 p.m.
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204

205

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207

208

Chairman/Vice Chairman

4B

**Bobcat Trail
Community Development District**

Financial Report

October 31, 2022

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**Bobcat Trail
Community Development District**

Financial Statements

(Unaudited)

October 31, 2022

Balance Sheet
October 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2017 DEBT SERVICE FUND	TOTAL
ASSETS			
Cash - Checking Account	\$ 256,161	\$ -	\$ 256,161
Accounts Receivable	5,926	-	5,926
Due From Other Funds	-	1,214	1,214
Investments:			
Money Market Account	653,967	-	653,967
Prepayment Account	-	3	3
Reserve Fund	-	22,990	22,990
Revenue Fund	-	56,313	56,313
Prepaid Items	7,232	-	7,232
Deposits	216	-	216
TOTAL ASSETS	\$ 923,502	\$ 80,520	\$ 1,004,022
LIABILITIES			
Accounts Payable	\$ 22,756	\$ -	\$ 22,756
Accrued Expenses	60,270	-	60,270
Due To Other Funds	1,214	-	1,214
TOTAL LIABILITIES	84,240	-	84,240
FUND BALANCES			
Nonspendable:			
Prepaid Items	7,232	-	7,232
Deposits	216	-	216
Restricted for:			
Debt Service	-	80,520	80,520
Assigned to:			
Operating Reserves	-	-	-
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	188,728	-	188,728
Reserves - Pools	25,000	-	25,000
Reserves - Roadways	500,959	-	500,959
Reserve - Security Features	15,000	-	15,000
Reserves - Vehicle	3,407	-	3,407
Unassigned:			
-	-	-	-
TOTAL FUND BALANCES	\$ 839,262	\$ 80,520	\$ 919,782
TOTAL LIABILITIES & FUND BALANCES	\$ 923,502	\$ 80,520	\$ 1,004,022

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
REVENUES						
Interest - Investments	\$ 3,217	\$ 268	\$ 1,546	\$ 1,278	48.06%	\$ 1,544
Special Events	500	42	-	(42)	0.00%	-
Interest - Tax Collector	1,000	83	40	(43)	4.00%	40
Rents or Royalties	400	33	-	(33)	0.00%	-
Special Assmnts- Tax Collector	769,563	-	-	-	0.00%	-
Special Assmnts- Other	110,332	-	-	-	0.00%	-
Special Assmnts- Discounts	(35,196)	-	-	-	0.00%	-
Other Miscellaneous Revenues	2,000	167	-	(167)	0.00%	-
Gate Bar Code/Remotes	2,000	167	-	(167)	0.00%	-
TOTAL REVENUES	853,816	760	1,586	826	0.19%	1,584
EXPENDITURES						
Administration						
P/R-Board of Supervisors	12,000	1,000	1,000	-	8.33%	1,000
FICA Taxes	918	77	77	-	8.39%	77
ProfServ-Engineering	25,000	2,083	-	2,083	0.00%	-
ProfServ-Legal Services	15,000	1,250	-	1,250	0.00%	-
ProfServ-Trustee Fees	3,717	3,717	3,717	-	100.00%	3,717
Auditing Services	4,300	-	-	-	0.00%	-
Insurance - General Liability	19,000	19,000	16,006	2,994	84.24%	16,006
Legal Advertising	1,000	83	248	(165)	24.80%	248
Miscellaneous Services	1,000	83	-	83	0.00%	-
Misc-Assessment Collection Cost	13,198	-	-	-	0.00%	-
Misc-Web Hosting	2,000	167	159	8	7.95%	159
Annual District Filing Fee	175	175	175	-	100.00%	175
Total Administration	97,308	27,635	21,382	6,253	21.97%	21,382
Other General Govt Services						
ProfServ-Mgmt Consulting	53,045	4,420	4,420	-	8.33%	4,420
ProfServ-Special Assessment	6,365	-	-	-	0.00%	-
ProfServ-E-mail Maintenance	2,000	167	143	24	7.15%	143
Postage and Freight	300	25	15	10	5.00%	15
Printing and Binding	900	75	6	69	0.67%	6
Office Supplies	500	42	3	39	0.60%	3
Total Other General Govt Services	63,110	4,729	4,587	142	7.27%	4,587

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
<u>Landscape Services</u>						
Contracts-Landscape	142,047	11,837	11,837	-	8.33%	11,837
Contracts-Trees & Trimming	1,000	83	-	83	0.00%	-
R&M-Irrigation	10,000	833	2,973	(2,140)	29.73%	2,973
R&M-Landscape Renovations	10,000	833	132	701	1.32%	132
R&M-Plant Replacement	6,000	500	1,233	(733)	20.55%	1,233
R&M-Emergency & Disaster Relief	-	-	64,832	(64,832)	0.00%	64,832
R&M-Landscape Lighting	3,000	250	-	250	0.00%	-
R&M-Phase III	40,000	3,333	-	3,333	0.00%	-
Misc-Holiday Lighting	850	-	-	-	0.00%	-
Total Landscape Services	212,897	17,669	81,007	(63,338)	38.05%	81,007
<u>Utilities</u>						
Electricity - Streetlights	3,000	250	-	250	0.00%	-
Electricity - Gate	2,500	208	-	208	0.00%	-
Electricity - Irrigation	10,000	833	-	833	0.00%	-
Electricity-Pool	15,000	1,250	-	1,250	0.00%	-
Total Utilities	30,500	2,541	-	2,541	0.00%	-
<u>Gatehouse</u>						
Contracts-Security Services	86,000	7,167	7,232	(65)	8.41%	7,232
Communication - Telephone	4,300	358	202	156	4.70%	202
Utility - Water & Sewer	850	71	52	19	6.12%	52
R&M-Gate	2,000	167	-	167	0.00%	-
R&M-Access&Surveillance Systems	1,500	125	116	9	7.73%	116
Misc-Bar Codes	4,100	342	-	342	0.00%	-
Op Supplies - Gatehouse	750	63	-	63	0.00%	-
Reserve - Gate	2,800	2,800	-	2,800	0.00%	-
Total Gatehouse	102,300	11,093	7,602	3,491	7.43%	7,602
<u>Lakes and Roads</u>						
Contracts-Lakes	38,484	3,207	3,336	(129)	8.67%	3,336
R&M-Lake	10,000	833	-	833	0.00%	-
R&M-Road Cleaning	4,775	398	-	398	0.00%	-
R&M-Sealcoating	91,046	7,587	-	7,587	0.00%	-
R&M-Sidewalks	4,500	375	-	375	0.00%	-
R&M-Stormwater System	10,000	833	-	833	0.00%	-
R&M-Invasive Plant Maintenance	2,000	167	-	167	0.00%	-
R&M-Street/Gutter Repairs	40,000	3,333	-	3,333	0.00%	-
Miscellaneous Maintenance	5,000	417	-	417	0.00%	-
Reserve - Lakes	5,000	5,000	-	5,000	0.00%	-
Total Lakes and Roads	210,805	22,150	3,336	18,814	1.58%	3,336

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
Community Center						
Payroll-Hourly	22,838	1,903	1,089	814	4.77%	1,089
FICA Taxes	1,747	146	83	63	4.75%	83
Contracts-Other Services	1,600	133	60	73	3.75%	60
Contracts-Cleaning Services	12,500	1,042	1,100	(58)	8.80%	1,100
Utility - Other	5,400	450	460	(10)	8.52%	460
Electricity - General	5,400	450	500	(50)	9.26%	500
Utility - Water & Sewer	5,000	417	280	137	5.60%	280
Insurance - Property	12,500	12,500	12,474	26	99.79%	12,474
R&M-Pest Control	550	138	135	3	24.55%	135
R&M-Tennis Courts	500	42	-	42	0.00%	-
R&M-Fitness Equipment	2,000	167	-	167	0.00%	-
R&M-Maintenance	4,000	333	411	(78)	10.28%	411
Misc-Contingency	800	67	-	67	0.00%	-
Cleaning Services	1,200	100	-	100	0.00%	-
Supplies - Misc.	3,500	292	-	292	0.00%	-
Total Community Center	79,535	18,180	16,592	1,588	20.86%	16,592
Pools and Maintenance						
Payroll-Hourly	23,100	1,925	577	1,348	2.50%	577
FICA Taxes	1,767	147	44	103	2.49%	44
Contracts-Pools	9,000	750	665	85	7.39%	665
Utility - Gas	800	67	16	51	2.00%	16
Utility - Water & Sewer	7,100	592	400	192	5.63%	400
R&M-Pools	4,800	400	138	262	2.88%	138
R&M-Vehicles	1,000	83	-	83	0.00%	-
R&M-Community Maintenance	13,100	1,092	75	1,017	0.57%	75
R&M-Pressure Reducing Valve	3,000	250	-	250	0.00%	-
Capital Outlay	10,000	10,000	-	10,000	0.00%	-
Total Pools and Maintenance	73,667	15,306	1,915	13,391	2.60%	1,915
TOTAL EXPENDITURES	870,122	119,303	136,421	(17,118)	15.68%	136,421
Excess (deficiency) of revenues						
Over (under) expenditures	(16,306)	(118,543)	(134,835)	(16,292)	826.90%	(134,837)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	(16,306)	-	-	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(16,306)	-	-	-	0.00%	-
Net change in fund balance	\$ (16,306)	\$ (118,543)	\$ (134,835)	\$ (16,292)	826.90%	\$ (134,837)
FUND BALANCE, BEGINNING (OCT 1, 2022)	974,097	974,097	974,097			
FUND BALANCE, ENDING	\$ 957,791	\$ 855,554	\$ 839,262			

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending October 31, 2022

													TOTAL		
Account Description	Oct Actual	Nov Budget	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Actual Thru 10/31/2022	Adopted Budget	
Revenues															
Interest - Investments	\$ 1,544	\$ 268	\$ 268	\$ 268	\$ 268	\$ 268	\$ 268	\$ 268	\$ 268	\$ 268	\$ 268	\$ 268	\$ 1,546	\$ 3,217	
Special Events	-	42	42	42	42	42	42	42	42	42	42	42	-	500	
Interest - Tax Collector	40	83	83	83	83	83	83	83	83	83	83	83	40	1,000	
Rents or Royalties	-	33	33	33	33	33	33	33	33	33	33	33	-	400	
Special Assmnts- Tax Collector	-	153,913	461,738	38,478	38,478	38,478	38,478	-	-	-	-	-	-	769,563	
Special Assmnts- Other	-	22,066	66,199	5,517	5,517	5,517	5,517	-	-	-	-	-	-	110,332	
Special Assmnts- Discounts	-	(7,039)	(21,118)	(1,760)	(1,760)	(1,760)	(1,760)	-	-	-	-	-	-	(35,196)	
Other Miscellaneous Revenues	-	167	167	167	167	167	167	167	167	167	167	167	-	2,000	
Gate Bar Code/Remotes	-	167	167	167	167	167	167	167	167	167	167	167	-	2,000	
Total Revenues	1,584	169,700	507,579	42,995	42,995	42,995	42,995	760	760	760	760	760	1,586	853,816	
Expenditures															
Administrative															
P/R-Board of Supervisors	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
FICA Taxes	77	77	77	77	77	77	77	77	77	77	77	77	77	918	
ProfServ-Engineering	-	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	-	25,000	
ProfServ-Legal Services	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000	
ProfServ-Trustee Fees	3,717	-	-	-	-	-	-	-	-	-	-	-	3,717	3,717	
Auditing Services	-	-	-	-	2,150	2,150	-	-	-	-	-	-	-	4,300	
Insurance - General Liability	16,006	-	-	-	-	-	-	-	-	-	-	-	16,006	19,000	
Legal Advertising	248	83	83	83	83	83	83	83	83	83	83	83	248	1,000	
Miscellaneous Services	-	83	83	83	83	83	83	83	83	83	83	83	-	1,000	
Misc-Assessment Collection Cost	-	2,640	7,919	660	660	660	660	-	-	-	-	-	-	13,198	
Misc-Web Hosting	159	167	167	167	167	167	167	167	167	167	167	167	159	2,000	
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	175	
Total Administrative	21,382	7,383	12,662	5,403	7,553	7,553	5,403	4,743	4,743	4,743	4,743	4,743	21,382	97,308	

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending October 31, 2022

													TOTAL	
Account Description	Oct Actual	Nov Budget	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Actual Thru 10/31/2022	Adopted Budget
<u>Other General Govt Services</u>														
ProfServ-Mgmt Consulting	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	53,045
ProfServ-Special Assessment	-	-	6,365	-	-	-	-	-	-	-	-	-	-	6,365
ProfServ-E-mail Maintenance	143	167	167	167	167	167	167	167	167	167	167	167	143	2,000
Postage and Freight	15	25	25	25	25	25	25	25	25	25	25	25	15	300
Printing and Binding	6	75	75	75	75	75	75	75	75	75	75	75	6	900
Office Supplies	3	42	42	42	42	42	42	42	42	42	42	42	3	500
Total Other General Govt Services	4,587	4,729	11,094	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,587	63,110
<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	11,837	11,837	142,047
Contracts-Trees & Trimming	-	83	83	83	83	83	83	83	83	83	83	83	-	1,000
R&M-Irrigation	2,973	833	833	833	833	833	833	833	833	833	833	833	2,973	10,000
R&M-Landscape Renovations	132	833	833	833	833	833	833	833	833	833	833	833	132	10,000
R&M-Plant Replacement	1,233	500	500	500	500	500	500	500	500	500	500	500	1,233	6,000
R&M-Emergency & Disaster Relief	64,832	-	-	-	-	-	-	-	-	-	-	-	64,832	-
R&M-Landscape Lighting	-	250	250	250	250	250	250	250	250	250	250	250	-	3,000
R&M-Phase III	-	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	-	40,000
Misc-Holiday Lighting	-	425	425	-	-	-	-	-	-	-	-	-	-	850
Total Landscape Services	81,007	18,094	18,094	17,669	17,669	17,669	17,669	17,669	17,669	17,669	17,669	17,669	81,007	212,897
<u>Utilities</u>														
Electricity - Streetlights	-	250	250	250	250	250	250	250	250	250	250	250	-	3,000
Electricity - Gate	-	208	208	208	208	208	208	208	208	208	208	208	-	2,500
Electricity - Irrigation	-	833	833	833	833	833	833	833	833	833	833	833	-	10,000
Electricity-Pool	-	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	-	15,000
Total Utilities	-	2,541	2,541	2,541	2,541	2,541	2,541	2,541	2,541	2,541	2,541	2,541	-	30,500

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending October 31, 2022

													TOTAL	
Account Description	Oct Actual	Nov Budget	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	Actual Thru 10/31/2022	Adopted Budget
<u>Gatehouse</u>														
Contracts-Security Services	7,232	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,232	86,000
Communication - Telephone	202	358	358	358	358	358	358	358	358	358	358	358	202	4,300
Utility - Water & Sewer	52	71	71	71	71	71	71	71	71	71	71	71	52	850
R&M-Gate	-	167	167	167	167	167	167	167	167	167	167	167	-	2,000
R&M-Access&Surveillance Systems	116	125	125	125	125	125	125	125	125	125	125	125	116	1,500
Misc-Bar Codes	-	342	342	342	342	342	342	342	342	342	342	342	-	4,100
Op Supplies - Gatehouse	-	63	63	63	63	63	63	63	63	63	63	63	-	750
Reserve - Gate	-	-	-	-	-	-	-	-	-	-	-	-	-	2,800
Total Gatehouse	7,602	8,293	8,293	8,293	8,293	8,293	8,293	8,293	8,293	8,293	8,293	8,293	7,602	102,300
<u>Lakes and Roads</u>														
Contracts-Lakes	3,336	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,336	38,484
R&M-Lake	-	833	833	833	833	833	833	833	833	833	833	833	-	10,000
R&M-Road Cleaning	-	398	398	398	398	398	398	398	398	398	398	398	-	4,775
R&M-Sealcoating	-	7,587	7,587	7,587	7,587	7,587	7,587	7,587	7,587	7,587	7,587	7,587	-	91,046
R&M-Sidewalks	-	375	375	375	375	375	375	375	375	375	375	375	-	4,500
R&M-Stormwater System	-	833	833	833	833	833	833	833	833	833	833	833	-	10,000
R&M-Invasive Plant Maintenance	-	167	167	167	167	167	167	167	167	167	167	167	-	2,000
R&M-Street/Gutter Repairs	-	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	-	40,000
Miscellaneous Maintenance	-	417	417	417	417	417	417	417	417	417	417	417	-	5,000
Reserve - Lakes	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000
Total Lakes and Roads	3,336	17,150	17,150	17,150	17,150	17,150	17,150	17,150	17,150	17,150	17,150	17,150	3,336	210,805
<u>Community Center</u>														
Payroll-Hourly	1,089	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,089	22,838
FICA Taxes	83	146	146	146	146	146	146	146	146	146	146	146	83	1,747
Contracts-Other Services	60	133	133	133	133	133	133	133	133	133	133	133	60	1,600
Contracts-Cleaning Services	1,100	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,100	12,500
Utility - Other	460	450	450	450	450	450	450	450	450	450	450	450	460	5,400
Electricity - General	500	450	450	450	450	450	450	450	450	450	450	450	500	5,400
Utility - Water & Sewer	280	417	417	417	417	417	417	417	417	417	417	417	280	5,000
Insurance - Property	12,474	-	-	-	-	-	-	-	-	-	-	-	12,474	12,500
R&M-Pest Control	135	-	-	138	-	-	138	-	-	138	-	-	135	550

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report - General Fund
For the Period Ending October 31, 2022

Account Description	Oct Actual	Nov Budget	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	Jun Budget	Jul Budget	Aug Budget	Sep Budget	TOTAL	
													Actual Thru 10/31/2022	Adopted Budget
R&M-Tennis Courts	-	42	42	42	42	42	42	42	42	42	42	42	-	500
R&M-Fitness Equipment	-	167	167	167	167	167	167	167	167	167	167	167	-	2,000
R&M-Maintenance	411	333	333	333	333	333	333	333	333	333	333	333	411	4,000
Misc-Contingency	-	67	67	67	67	67	67	67	67	67	67	67	-	800
Cleaning Services	-	100	100	100	100	100	100	100	100	100	100	100	-	1,200
Supplies - Misc.	-	292	292	292	292	292	292	292	292	292	292	292	-	3,500
Total Community Center	16,592	5,542	5,542	5,680	5,542	5,542	5,680	5,542	5,542	5,680	5,542	5,542	16,592	79,535
<u>Pools and Maintenance</u>														
Payroll-Hourly	577	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	577	23,100
FICA Taxes	44	147	147	147	147	147	147	147	147	147	147	147	44	1,767
Contracts-Pools	665	750	750	750	750	750	750	750	750	750	750	750	665	9,000
Utility - Gas	16	67	67	67	67	67	67	67	67	67	67	67	16	800
Utility - Water & Sewer	400	592	592	592	592	592	592	592	592	592	592	592	400	7,100
R&M-Pools	138	400	400	400	400	400	400	400	400	400	400	400	138	4,800
R&M-Vehicles	-	83	83	83	83	83	83	83	83	83	83	83	-	1,000
R&M-Community Maintenance	75	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	75	13,100
R&M-Pressure Reducing Valve	-	250	250	250	250	250	250	250	250	250	250	250	-	3,000
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000
Total Pools and Maintenance	1,915	5,306	5,306	5,306	5,306	5,306	5,306	5,306	5,306	5,306	5,306	5,306	1,915	73,667
Total Expenditures	136,421	69,038	80,682	66,771	68,783	68,783	66,771	65,973	65,973	66,111	65,973	65,973	136,421	870,122
Excess (deficiency) of revenues														
Over (under) expenditures	(134,837)	100,662	426,897	(23,776)	(25,788)	(25,788)	(23,776)	(65,213)	(65,213)	(65,351)	(65,213)	(65,213)	(134,835)	(16,306)
<u>Other Financing Sources (Uses)</u>														
Contribution to (Use of) Fund Balance	-	100,662	426,897	(23,776)	(25,788)	(25,788)	(23,776)	(65,213)	(65,213)	(65,351)	(65,213)	(65,213)	-	(16,306)
Total Financing Sources (Uses)	-	100,662	426,897	(23,776)	(25,788)	(25,788)	(23,776)	(65,213)	(65,213)	(65,351)	(65,213)	(65,213)	-	(16,306)
Net change in fund balance	\$ (134,837)	\$ 100,662	\$ 426,897	\$ (23,776)	\$ (25,788)	\$ (25,788)	\$ (23,776)	\$ (65,213)	\$ (65,213)	\$ (65,351)	\$ (65,213)	\$ (65,213)	\$ (134,835)	\$ (16,306)
Fund Balance, Beginning (Oct 1, 2022)													974,097	974,097
Fund Balance, Ending													\$ 839,262	\$ 957,791

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
REVENUES						
Interest - Investments	\$ 12	\$ 1	\$ -	\$ (1)	0.00%	\$ -
Special Assmnts- Tax Collector	245,899	-	-	-	0.00%	-
Special Assmnts- Discounts	(9,836)	-	-	-	0.00%	-
TOTAL REVENUES	236,075	1	-	(1)	0.00%	-
EXPENDITURES						
Administration						
Misc-Assessment Collection Cost	3,688	-	-	-	0.00%	-
Total Administration	3,688	-	-	-	0.00%	-
Debt Service						
Principal Debt Retirement	190,000	-	-	-	0.00%	-
Interest Expense	39,897	-	-	-	0.00%	-
Total Debt Service	229,897	-	-	-	0.00%	-
TOTAL EXPENDITURES	233,585	-	-	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	2,490	1	-	(1)	0.00%	-
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	2,490	-	-	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	2,490	-	-	-	0.00%	-
Net change in fund balance	\$ 2,490	\$ 1	\$ -	\$ (1)	0.00%	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2022)	80,520	80,519	80,520			
FUND BALANCE, ENDING	\$ 83,010	\$ 80,520	\$ 80,520			

**Bobcat Trail
Community Development District**

Supporting Schedules

October 31, 2022

Non-Ad Valorem Special Assessments
(Sarasota County Tax Collector - Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2023

					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 2023				\$1,125,794	\$769,556	\$110,339	\$245,899
Allocation %				100%	68%	10%	22%
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% COLLECTED					0%	0%	0%
TOTAL OUTSTANDING				\$1,125,794	\$769,556	\$ 110,339	\$ 245,899

Bobcat Trail CDD

Bank Reconciliation

Bank Account No. 9087 Bank United GF Checking
Statement No. 10-22
Statement Date 10/31/2022

G/L Balance (LCY)	256,160.81	Statement Balance	257,728.31
G/L Balance	256,160.81	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	257,728.31
Subtotal	256,160.81	Outstanding Checks	1,567.50
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	256,160.81	Ending Balance	256,160.81
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
8/1/2022	Payment	6132	WILLIAM H HOWARD	25.00	0.00	25.00
8/8/2022	Payment	6137	JMT	1,295.00	0.00	1,295.00
10/24/2022	Payment	6186	CA FLORIDA HOLDINGS LLC	247.50	0.00	247.50
Total Outstanding Checks.....				1,567.50		1,567.50

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

>002401 5212641 0001 008229 10Z
BOBCAT TRAIL CDD
210 N UNIVERSITY DR STE 702
CORAL SPRINGS FL 33071

Statement Date: October 31, 2022
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

Please reference Statement Message section for important information regarding new business fees, effective November 1, 2022.

PUBLIC FUND ANALYSIS CHECKING
Account Summary

Statement Balance as of 09/30/2022			\$300,457.80
Plus	2	Deposits and Other Credits	\$45,039.95
Less	47	Withdrawals, Checks, and Other Debits	\$87,769.44
Less		Service Charge	\$0.00
Plus		Interest Paid	\$0.00
Statement Balance as of 10/31/2022			\$257,728.31

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
10/03/2022	BOBCAT TRAIL CDD PAYROLLJNL PINETRE03	\$873.50		\$299,584.30
10/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$27.21		\$299,557.09
10/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$28.55		\$299,528.54
10/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$36.91		\$299,491.63
10/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$41.49		\$299,450.14

Statement Date: October 31, 2022

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
10/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$45.89		\$299,404.25
10/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$115.92		\$299,288.33
10/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$425.43		\$298,862.90
10/04/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$520.02		\$298,342.88
10/04/2022	IRS USATAXPYMT 270267772043273 BOBCAT TRAIL COMMUNITY	\$203.00		\$298,139.88
10/04/2022	FLA DEPT REVENUE C01 21396482 BOBCAT TRAIL CO	\$10.84		\$298,129.04
10/05/2022	FRONTIER COMMUNI BILL PAY 16721061161 BOBCAT TRAIL CDD	\$110.98		\$298,018.06
10/05/2022	FPL DIRECT DEBIT ELEC PYMT BOBCAT TRAIL COMMUNITY	\$156.11		\$297,861.95
10/11/2022	CHECK #6167	\$134.70		\$297,727.25
10/11/2022	CHECK #6170	\$1,391.00		\$296,336.25
10/11/2022	CHECK #6171	\$665.00		\$295,671.25
10/11/2022	CHECK #6173	\$26,480.00		\$269,191.25
10/11/2022	COMCAST 8535100 550485986 BOBCAT *TRAIL	\$108.85		\$269,082.40
10/11/2022	BOBCAT TRAIL CDD PAYROLLJNL PINETRE03	\$372.98		\$268,709.42
10/13/2022	RDC Deposit		\$45,000.00	\$313,709.42
10/13/2022	CHECK #6172	\$7,232.27		\$306,477.15
10/13/2022	IRS USATAXPYMT 270268651222663 BOBCAT TRAIL COMMUNITY	\$161.54		\$306,315.61
10/13/2022	TECO/PEOPLE GAS UTILITYBIL BOBCAT COMMUNITY DEVEL	\$16.07		\$306,299.54
10/18/2022	VALLEY NATIONAL PAYMENT	\$1,132.72		\$305,166.82

Statement Date: October 31, 2022

Activity By Date

Date	Description	Withdrawals	Deposits	Balance
	467-4389-22 STEPHEN J BLOOM			
10/18/2022	FRONTIER COMMUNI BILL PAY 16751570371 BOBCAT TRAIL CDD	\$459.75		\$304,707.07
10/18/2022	CHECK #6178	\$4,830.00		\$299,877.07
10/19/2022	NORTH PORT UTIL BILLPAY BOBCAT TRAIL	\$283.00		\$299,594.07
10/19/2022	NORTH PORT UTIL BILLPAY BOBCAT TRAIL	\$278.05		\$299,316.02
10/19/2022	NORTH PORT UTIL BILLPAY BOBCAT TRAIL	\$125.96		\$299,190.06
10/19/2022	NORTH PORT UTIL BILLPAY BOBCAT TRAIL	\$51.80		\$299,138.26
10/20/2022	FRONTIER COMMUNI BILL PAY 16758497771 BOBCAT TRAIL CDD	\$92.94		\$299,045.32
10/20/2022	CHECK #6176	\$302.40		\$298,742.92
10/20/2022	CHECK #6179	\$3,607.50		\$295,135.42
10/21/2022	CHECK #6174	\$257.47		\$294,877.95
10/21/2022	CHECK #6175	\$301.03		\$294,576.92
10/24/2022	CHECK #6181	\$12,134.50		\$282,442.42
10/24/2022	BOBCAT TRAIL CDD PAYROLLJNL PINETRE03	\$790.85		\$281,651.57
10/24/2022	BOBCAT TRAIL CDD PAYROLLJNL PINETRE03	\$873.50		\$280,778.07
10/25/2022	CHECK #6177	\$7,232.27		\$273,545.80
10/25/2022	CHECK #6182	\$3,064.00		\$270,481.80
10/25/2022	CHECK #6183	\$800.00		\$269,681.80
10/25/2022	CHECK #6184	\$7,559.82		\$262,121.98
10/25/2022	IRS USATAXPYMT 270269884828037 BOBCAT TRAIL COMMUNITY	\$203.00		\$261,918.98
10/26/2022	CHECK #6185	\$2,000.00		\$259,918.98
10/27/2022	IRS USATAXPYMT	\$210.13		\$259,708.85

Statement Date: October 31, 2022

Activity By Date

<i>Date</i>	<i>Description</i>	<i>Withdrawals</i>	<i>Deposits</i>	<i>Balance</i>
	270270075651060 BOBCAT TRAIL COMMUNITY			
10/28/2022	CHECK #6180	\$1,110.00		\$258,598.85
10/31/2022	BARBARA FORD TAX DIST BOBCAT TRAIL BOBCAT TRAIL COMMUNITY		\$39.95	\$258,638.80
10/31/2022	CHECK #6187	\$800.49		\$257,838.31
10/31/2022	CHECK #6188	\$110.00		\$257,728.31

Check Transactions

<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>
6167	10/11	\$134.70	6176	10/20	\$302.40	6183	10/25	\$800.00
6170*	10/11	\$1,391.00	6177	10/25	\$7,232.27	6184	10/25	\$7,559.82
6171	10/11	\$665.00	6178	10/18	\$4,830.00	6185	10/26	\$2,000.00
6172	10/13	\$7,232.27	6179	10/20	\$3,607.50	6187*	10/31	\$800.49
6173	10/11	\$26,480.00	6180	10/28	\$1,110.00	6188	10/31	\$110.00
6174	10/21	\$257.47	6181	10/24	\$12,134.50			
6175	10/21	\$301.03	6182	10/25	\$3,064.00			

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>
09/30	\$300,457.80	10/11	\$268,709.42	10/20	\$295,135.42	10/26	\$259,918.98
10/03	\$299,584.30	10/13	\$306,299.54	10/21	\$294,576.92	10/27	\$259,708.85
10/04	\$298,129.04	10/18	\$299,877.07	10/24	\$280,778.07	10/28	\$258,598.85
10/05	\$297,861.95	10/19	\$299,138.26	10/25	\$261,918.98	10/31	\$257,728.31

Other Balances

Minimum Balance this Statement Period	\$257,728.31
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Cash and Investment Report
October 31, 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%	\$ 256,161
Investments - Money Market		Bank United	2.10%	\$ 75,436
Investments - Money Market		Valley National	2.00%	\$ 578,531
Subtotal				<u>\$ 910,128</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS				
Series 2017 Prepayment Account		US Bank	0.005%	\$ 3
Series 2017 Reserve		US Bank	0.005%	\$ 22,990
Series 2017 Revenue		US Bank	0.005%	\$ 56,313
Subtotal				<u>\$ 79,306</u> ⁽¹⁾
Total				<u><u>\$ 989,434</u></u>

NOTE 1 - INVESTED IN COMMERCIAL PAPER

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/1/22 to 10/31/22

(Sorted by Check / ACH No.)

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

CHECK # 611

10/12/22	Vendor	BOBCAT TRAIL CDD	100422-2	TRFR FROM VALLEY M TO BU CHK 9087	Cash with Fiscal Agent	103000	\$45,000.00
Check Total							\$45,000.00
Account Total							\$45,000.00

BANK UNITED GF CHECKING - (ACCT#XXXXX9087)

CHECK # 6171

10/03/22	Vendor	A&D POOL	46789	OCT 2022 POOL MAINT	Contracts-Pools	001-534078-57220	\$665.00
Check Total							\$665.00

CHECK # 6172

10/03/22	Vendor	ENVERA	719017	Envera Oct 2022 Amenities/Main Entrance	Prepays	155000	\$7,232.27
Check Total							\$7,232.27

CHECK # 6173

10/03/22	Vendor	PUBLIC RISK INSURANCE AGENCY	82445	POLICY 10/1/22-10/1/2023	10/1/22-10/1/23	001-545002-51301	\$14,006.00
10/03/22	Vendor	PUBLIC RISK INSURANCE AGENCY	82445	POLICY 10/1/22-10/1/2023	10/1/22-10/1/23	001-545001-57204	\$12,474.00
Check Total							\$26,480.00

CHECK # 6174

10/13/22	Employee	TIMOTHY A. BIELACZYK	PAYROLL	October 13, 2022 Payroll Posting			\$257.47
Check Total							\$257.47

CHECK # 6175

10/12/22	Vendor	BABE'S PLUMBING INC	103748869	CUT/CAP SEWER & WATER LINES	R&M-Maintenance	001-546337-57204	\$301.03
Check Total							\$301.03

CHECK # 6176

10/12/22	Vendor	COMPLETE I.T.	9468	OCT GOOGLE FOR BUS EMAIL/WORDPRESS	ProfServ-E-mail Maintenance	001-531096-51901	\$143.40
10/12/22	Vendor	COMPLETE I.T.	9468	OCT GOOGLE FOR BUS EMAIL/WORDPRESS	Misc-Web Hosting	001-549915-51301	\$159.00
Check Total							\$302.40

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/1/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 6177							
10/12/22	Vendor	ENVERA	720161	NOV 2022 AMENITIES/MAIN ENTRANCE	Prepays	155000	\$7,232.27
Check Total							\$7,232.27
CHECK # 6178							
10/12/22	Vendor	LANDSCAPE MAINTENANCE	170485	HURRICANE IAN DISASTER RECOVERY - LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$4,830.00
Check Total							\$4,830.00
CHECK # 6179							
10/12/22	Vendor	SOLITUDE LAKE MANAGMENT	PSI-08324	LAKE/POND MGMT SEP 2022	Contracts-Lakes	001-534084-53916	\$128.75
10/12/22	Vendor	SOLITUDE LAKE MANAGMENT	PSI-06814	BIOLOGICAL AUGMENTATION SVCS SEP 2022	Contracts-Lakes	001-534084-53916	\$143.00
10/12/22	Vendor	SOLITUDE LAKE MANAGMENT	PSI-12893	LAKE/POND MGMT SEP 2022	Contracts-Lakes	001-534084-53916	\$3,064.00
10/12/22	Vendor	SOLITUDE LAKE MANAGMENT	PSI-17794	BIOLOGICAL AUGMENTATION SVCS OCT 2022	Contracts-Lakes	001-534084-53916	\$143.00
10/12/22	Vendor	SOLITUDE LAKE MANAGMENT	PSI-20822	LAKE/POND MGMT OCT 2022	Contracts-Lakes	001-534084-53916	\$128.75
Check Total							\$3,607.50
CHECK # 6180							
10/14/22	Vendor	CLEANING -4-YOU INC	1219	SEPT 2022 CLEANING SVCS	Contracts-Cleaning Services	001-534082-57204	\$1,110.00
Check Total							\$1,110.00
CHECK # 6181							
10/14/22	Vendor	LANDSCAPE MAINTENANCE	170658	REPLACEMENT PLANTINGS	R&M-Landscape Renovations	001-546051-53902	\$132.00
10/14/22	Vendor	LANDSCAPE MAINTENANCE	170600	HURRICANE IAN DISASTER RECOVERY - LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$1,805.00
10/14/22	Vendor	LANDSCAPE MAINTENANCE	170627	HURRICANE IAN DISASTER RECOVERY - LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$1,900.00
10/14/22	Vendor	LANDSCAPE MAINTENANCE	170639	HURRICANE IAN DISASTER RECOVERY - LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$1,710.00
10/14/22	Vendor	LANDSCAPE MAINTENANCE	170650	HURRICANE IAN DISASTER RECOVERY - LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$3,825.00
10/14/22	Vendor	LANDSCAPE MAINTENANCE	170652	HURRICANE IAN DISASTER RECOVERY - LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$2,762.50
Check Total							\$12,134.50
CHECK # 6182							
10/14/22	Vendor	SOLITUDE LAKE MANAGMENT	PSI-19724	LAKE/POND MGMT OCT 2022	Contracts-Lakes	001-534084-53916	\$3,064.00
Check Total							\$3,064.00
CHECK # 6183							
10/18/22	Vendor	JMT	23-199201	ENGG SVCS THRU SEPT 2022	ProfServ-Engineering	001-531013-51501	\$800.00
Check Total							\$800.00

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/1/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 6184							
10/18/22	Vendor	LANDSCAPE MAINTENANCE	170620	IRR REPAIRS	R&M-Irrigation	001-546041-53902	\$472.32
10/18/22	Vendor	LANDSCAPE MAINTENANCE	170592	IRR REPAIRS	R&M-Irrigation	001-546041-53902	\$1,080.00
10/18/22	Vendor	LANDSCAPE MAINTENANCE	170700	HURRICANE IAN DISASTER RECOVERY-LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$300.00
10/18/22	Vendor	LANDSCAPE MAINTENANCE	170705	HURRICANE IAN DISASTER RECOVERY-LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$2,907.50
10/18/22	Vendor	LANDSCAPE MAINTENANCE	170745	HURRICANE IAN DISASTER RECOVERY-LANDSCAPE	R&M-Emergency & Disaster Relief	001-546172-53902	\$2,755.00
10/18/22	Vendor	LANDSCAPE MAINTENANCE	170117	REPLACED FAULTY IRRITROL 24V SOLENOID	R&M-Irrigation	001-546041-53902	\$45.00
Check Total							\$7,559.82
CHECK # 6185							
10/18/22	Vendor	PREFERRED GOVERNMENTAL	64556	WORKERS COMP 10/1/22-10/1/23	Insurance - General Liability	001-545002-51301	\$2,000.00
Check Total							\$2,000.00
CHECK # 6186							
10/24/22	Vendor	CA FLORIDA HOLDINGS LLC	0004924335	NOTICE OF MEETING	Legal Advertising	001-548002-51301	\$247.50
Check Total							\$247.50
CHECK # 6187							
10/24/22	Vendor	LANDSCAPE MAINTENANCE	170680	IRR REPAIRS	R&M-Irrigation	001-546041-53902	\$331.49
10/24/22	Vendor	LANDSCAPE MAINTENANCE	170763	IRR REPAIRS	R&M-Irrigation	001-546041-53902	\$469.00
Check Total							\$800.49
CHECK # 6188							
10/24/22	Vendor	TOTAL AIR SOLUTIONS	94947	HVAC REPAIRS	R&M-Maintenance	001-546337-57204	\$110.00
Check Total							\$110.00
ACH #DD02354							
10/04/22	Vendor	FRONTIER - ACH	09102-9035 ACH	BILL PRD 9/10-10/09/22 BACK GATE	R&M-Access&Surveyance Systems	001-546349-53904	\$110.98
ACH Total							\$110.98
ACH #DD02357							
10/04/22	Employee	WALTER P. FISHER	PAYROLL	October 04, 2022 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD02358							
10/04/22	Employee	RICHARD F. BURKE	PAYROLL	October 04, 2022 Payroll Posting			\$184.70
ACH Total							\$184.70

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/1/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD02359							
10/04/22	Employee	JEFFREY A. BRALL	PAYROLL	October 04, 2022 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02360							
10/04/22	Employee	ROBERT D. ETHERTON	PAYROLL	October 04, 2022 Payroll Posting			\$184.70
ACH Total							<u>\$184.70</u>
ACH #DD02361							
10/04/22	Employee	JAMES A. SHANAHAN	PAYROLL	October 04, 2022 Payroll Posting			\$134.70
ACH Total							<u>\$134.70</u>
ACH #DD02362							
10/12/22	Employee	JERA L. STRATTON	PAYROLL	October 12, 2022 Payroll Posting			\$372.98
ACH Total							<u>\$372.98</u>
ACH #DD02363							
10/25/22	Vendor	FPL - ACH	092022 ACH	BILL PRD 8/19-9/20/22	Electricity - Streetlighting	001-543013-53903	\$157.41
10/25/22	Vendor	FPL - ACH	092022 ACH	BILL PRD 8/19-9/20/22	Electricity - Irrigation	001-543033-53903	\$92.67
10/25/22	Vendor	FPL - ACH	092022 ACH	BILL PRD 8/19-9/20/22	Electricity - Gate	001-543031-53903	\$471.32
10/25/22	Vendor	FPL - ACH	092022 ACH	BILL PRD 8/19-9/20/22	Electricity - General	001-543006-57204	\$520.02
ACH Total							<u>\$1,241.42</u>
ACH #DD02364							
10/25/22	Vendor	FPL - ACH	092322 ACH	BILL PRD 8/24-9/23/22	Electricity - Streetlighting	001-543013-53903	\$156.11
ACH Total							<u>\$156.11</u>
ACH #DD02365							
10/25/22	Vendor	FRONTIER - ACH	092222-0808 ACH	BILL PRD 9/22-10/21/22 COM CTR	Utility - Other	001-543004-57204	\$459.75
ACH Total							<u>\$459.75</u>
ACH #DD02366							
10/25/22	Vendor	FRONTIER - ACH	092522-6750 ACH	BILL PRD 9/25-10/25/22	Communication - Telephone	001-541003-53904	\$92.94
ACH Total							<u>\$92.94</u>
ACH #DD02367							
10/25/22	Vendor	NORTH PORT UTILITIES - ACH	092722 ACH	BILL PRD 8/18-9/20/22	Utility - Water & Sewer	001-543021-53904	\$51.80
10/25/22	Vendor	NORTH PORT UTILITIES - ACH	092722 ACH	BILL PRD 8/18-9/20/22	Utility - Water & Sewer	001-543021-57220	\$404.01
10/25/22	Vendor	NORTH PORT UTILITIES - ACH	092722 ACH	BILL PRD 8/18-9/20/22	Utility - Water & Sewer	001-543021-57204	\$283.00
ACH Total							<u>\$738.81</u>

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/1/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
ACH #DD02368							
10/25/22	Vendor	TECO PEOPLES GAS - ACH	092122-4685 ACH	BILL PRD 8/17-9/16/22	Utility - Gas	001-543019-57220	\$16.07
ACH Total							\$16.07
ACH #DD02369							
10/25/22	Vendor	VALLEY NATIONAL BANK - CC	1335-091922	AUG/SEPT PURCHASES	POOL HOUSE SUPPLIES	001-546074-57220	\$48.46
10/25/22	Vendor	VALLEY NATIONAL BANK - CC	1335-091922	AUG/SEPT PURCHASES	GAS FOR MAINTANCE	001-546125-57220	\$19.27
10/25/22	Vendor	VALLEY NATIONAL BANK - CC	1335-091922	AUG/SEPT PURCHASES	IRR PUMPS	001-546041-53902	\$1,050.00
10/25/22	Vendor	VALLEY NATIONAL BANK - CC	1335-091922	AUG/SEPT PURCHASES	ZOOM MEETING	001-551002-51901	\$14.99
ACH Total							\$1,132.72
ACH #DD02371							
10/26/22	Employee	JERA L. STRATTON	PAYROLL	October 26, 2022 Payroll Posting			\$515.83
ACH Total							\$515.83
ACH #DD02372							
10/26/22	Employee	ROBERT E. DITTERLINE	PAYROLL	October 26, 2022 Payroll Posting			\$275.02
ACH Total							\$275.02
ACH #DD02373							
10/25/22	Employee	WALTER P. FISHER	PAYROLL	October 25, 2022 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD02374							
10/25/22	Employee	RICHARD F. BURKE	PAYROLL	October 25, 2022 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD02375							
10/25/22	Employee	JEFFREY A. BRALL	PAYROLL	October 25, 2022 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD02376							
10/25/22	Employee	ROBERT D. ETHERTON	PAYROLL	October 25, 2022 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD02377							
10/25/22	Employee	JAMES A. SHANAHAN	PAYROLL	October 25, 2022 Payroll Posting			\$134.70
ACH Total							\$134.70

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/1/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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ACH #DD02378

10/06/22	Vendor	COMCAST BUSINESS - ACH	091522-5986 ACH	BILL PRD 9/19-10/18/22	Communication - Telephone	001-541003-53904	\$108.85
ACH Total							<u>\$108.85</u>
Account Total							<u>\$85,702.73</u>

Total Amount Paid	\$130,702.73
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Projected Cash Flow
For the Period Ending September 30, 2023

	PROJECTED NOVEMBER	PROJECTED DECEMBER	PROJECTED JANUARY	PROJECTED FEBRUARY	PROJECTED MARCH	PROJECTED APRIL	PROJECTED MAY	PROJECTED JUNE	PROJECTED JULY	PROJECTED AUGUST	PROJECTED SEPTEMBER
REVENUE											
INTEREST - INVESTMENTS	268	268	268	268	268	268	268	268	268	268	268
INTEREST - TAX COLLECTOR	83	83	83	83	83	83	83	83	83	83	83
SPECIAL EVENTS	42	42	42	42	42	42	42	42	42	42	42
RENTS OR ROYALTIES	33	33	33	33	33	33	33	33	33	33	33
SPECIAL ASSMNTS - ON ROLL (Residential)	153,913	461,738	38,478	38,478	38,478	38,478	-	-	-	-	-
SPECIAL ASSMNTS - ON ROLL (Bobcat Village)	22,066	66,198	5,517	5,517	5,517	5,517	-	-	-	-	-
SPECIAL ASSMNTS - DISCOUNT	(7,040)	(21,118)	(1,760)	(1,760)	(1,759)	(1,759)	-	-	-	-	-
OTHER MISC. REVENUE	167	167	167	167	167	167	167	167	167	167	167
GATE BAR CODE/REMOTES	167	167	167	167	167	167	167	167	167	167	167
TOTAL REVENUE	169,699	507,578	42,995	42,995	42,996	42,996	760	760	760	760	760
EXPENDITURES											
ADMINISTRATIVE											
PIR-BOARD OF SUPERVISORS	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
FICA TAXES	77	77	77	77	77	77	77	77	77	77	77
PROFSERV-ENGINEERING	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083
PROFSERV-LEGAL SERVICES	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
PROFSERV-TRUSTEE	-	-	-	-	-	-	-	-	-	-	-
AUDITING SERVICES	-	-	-	2,150	2,150	-	-	-	-	-	-
INSURANCE-GENERAL LIABILITY	-	-	-	-	-	-	-	-	-	-	-
LEGAL ADVERTISING	83	83	83	83	83	83	83	83	83	83	83
MISCELLANEOUS SERVICES	83	83	83	83	83	83	83	83	83	83	83
MISC-ASSESSMENT COLLECTION COST	2,640	7,919	660	660	660	659	-	-	-	-	-
MISC-WEB HOSTING	167	167	167	167	167	167	167	167	167	167	167
ANNUAL DISTRICT FILING FEE	-	-	-	-	-	-	-	-	-	-	-
TOTAL ADMINISTRATIVE	7,383	12,662	5,403	7,553	7,553	5,402	4,743	4,743	4,743	4,743	4,743
OTHER GENERAL GOV'T SERVICES											
PROFSERV-MGMT CONSULTING SERV	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420	4,420
PROFSERV-SPECIAL ASSESSMENT	-	6,365	-	-	-	-	-	-	-	-	-
PROFSERV-E-MAIL MAINTENANCE	167	167	167	167	167	167	167	167	167	167	167
POSTAGE AND FREIGHT	25	25	25	25	25	25	25	25	25	25	25
PRINTING AND BINDING	75	75	75	75	75	75	75	75	75	75	75
OFFICE SUPPLIES	42	42	42	42	42	42	42	42	42	42	42
TOTAL OTHER GENERAL GOV'T SVCS	4,729	11,094	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729	4,729
LANDSCAPE											
CONTRACTS-LANDSCAPE	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837	11,837
CONTRACTS-TREES & TRIMMING	83	83	83	83	83	83	83	83	83	83	83
R&M-IRRIGATION	833	833	833	833	833	833	833	833	833	833	833
R&M-LANDSCAPE RENOVATIONS	833	833	833	833	833	833	833	833	833	833	833
R&M-PLANT REPLACEMENT	500	500	500	500	500	500	500	500	500	500	500
R&M-LANDSCAPE LIGHTING	250	250	250	250	250	250	250	250	250	250	250
R&M-PHASE III	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333
MISC-HOLIDAY LIGHTING	71	71	71	71	71	71	71	71	71	71	71
TOTAL LANDSCAPE	17,741	17,741	17,741	17,741	17,741	17,741	17,741	17,741	17,741	17,741	17,741
UTILITY											
ELECTRICITY-STREETLIGHTING	250	250	250	250	250	250	250	250	250	250	250
ELECTRICITY-GATE	208	208	208	208	208	208	208	208	208	208	208
ELECTRICITY-IRRIGATION	833	833	833	833	833	833	833	833	833	833	833
ELECTRICITY-POOL	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
TOTAL UTILITY	2,542	2,542	2,542	2,542	2,542	2,542	2,542	2,542	2,542	2,542	2,542
GATEHOUSE											
CONTRACTS-SECURITY SERVICES	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167
COMMUNICATIONS-TELEPHONE	358	358	358	358	358	358	358	358	358	358	358
UTILITY-WATER/SEWER	71	71	71	71	71	71	71	71	71	71	71
R&M-GATE	167	167	167	167	167	167	167	167	167	167	167
R&M-ACCESS AND SURVEYANCE SYSTEM	125	125	125	125	125	125	125	125	125	125	125
MISC-BAR CODES	342	342	342	342	342	342	342	342	342	342	342
OP SUPPLIES - GATEHOUSE	63	63	63	63	63	63	63	63	63	63	63
RESERVE-GATE	-	-	-	-	-	-	-	-	-	-	2,800
TOTAL GATEHOUSE	8,292	8,292	8,292	8,292	8,292	8,292	8,292	8,292	8,292	8,292	11,092
LAKES AND ROADS											
CONTRACT-LAKES	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,207	3,207
R&M-LAKES	833	833	833	833	833	833	833	833	833	833	833
R&M-ROAD CLEANING	398	398	398	398	398	398	398	398	398	398	398
R&M-SEAL COATING	7,587	7,587	7,587	7,587	7,587	7,587	7,587	7,587	7,587	7,587	7,587
R&M-SIDEWALKS	375	375	375	375	375	375	375	375	375	375	375
R&M-STORMWATER SYSTEM	833	833	833	833	833	833	833	833	833	833	833
R&M-INVASIVE PLANT MAINTENANCE	167	167	167	167	167	167	167	167	167	167	167
R&M-STREET/GUTTER REPAIRS	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333
MISCELLANEOUS SERVICES	417	417	417	417	417	417	417	417	417	417	417
RESERVE - LAKES	-	-	-	-	-	-	-	-	-	-	5,000
TOTAL LAKES AND ROADS	17,150	17,150	17,150	17,150	17,150	17,150	17,150	17,150	17,150	17,150	22,150

Projected Cash Flow
For the Period Ending September 30, 2023

	PROJECTED NOVEMBER	PROJECTED DECEMBER	PROJECTED JANUARY	PROJECTED FEBRUARY	PROJECTED MARCH	PROJECTED APRIL	PROJECTED MAY	PROJECTED JUNE	PROJECTED JULY	PROJECTED AUGUST	PROJECTED SEPTEMBER
COMMUNITY CENTER											
PAYROLL-HOURLY	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,903	1,903
FICA TAXES	146	146	146	146	146	146	146	146	146	146	146
CONTRACTS-OTHER SERVICES	133	133	133	133	133	133	133	133	133	133	133
CONTRACTS-CLEANING SERVICES	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042
UTILITY-OTHER	450	450	450	450	450	450	450	450	450	450	450
ELECTRICITY - GENERAL	450	450	450	450	450	450	450	450	450	450	450
UTILITY-WATER & SEWER	417	417	417	417	417	417	417	417	417	417	417
INSURANCE-PROPERTY	-	-	-	-	-	-	-	-	-	-	-
R&M-PEST CONTROL	-	-	138	-	-	138	-	-	138	-	-
R&M-TENNIS COURT	42	42	42	42	42	42	42	42	42	42	42
R&M-FITNESS EQUIPMENT	167	167	167	167	167	167	167	167	167	167	167
R&M-MAINTENANCE	333	333	333	333	333	333	333	333	333	333	333
MISC.-CONTINGENCY	67	67	67	67	67	67	67	67	67	67	67
CLEANING-SERVICES	100	100	100	100	100	100	100	100	100	100	100
SUPPLIES - MISC.	292	292	292	292	292	292	292	292	292	292	292
TOTAL COMMUNITY CENTER	5,540	5,540	5,678	5,540	5,540	5,678	5,540	5,540	5,678	5,540	5,540
POOL AND MAINTENANCE											
PAYROLL-HOURLY	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925
FICA TAXES	147	147	147	147	147	147	147	147	147	147	147
CONTRACTS-POOLS	750	750	750	750	750	750	750	750	750	750	750
UTILITY - GAS	67	67	67	67	67	67	67	67	67	67	67
UTILITY - WATER & SEWER	592	592	592	592	592	592	592	592	592	592	592
R&M-POOLS	400	400	400	400	400	400	400	400	400	400	400
R&M - VEHICLES	83	83	83	83	83	83	83	83	83	83	83
R&M-COMMUNITY MAINTENANCE	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092	1,092
R&M-PRESSURE REDUCING VALVES	250	250	250	250	250	250	250	250	250	250	250
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	10,000
TOTAL POOL AND MAINTENANCE	5,306	5,306	5,306	5,306	5,306	5,306	5,306	5,306	5,306	5,306	15,306
TOTAL EXPENDITURES	68,683	80,327	66,841	68,853	68,853	66,840	66,043	66,043	66,181	66,043	83,843
EXCESS OF REVENUES OVER (UNDER) EXP	101,016	427,251	(23,846)	(25,858)	(25,857)	(23,844)	(65,283)	(65,283)	(65,421)	(65,283)	(83,083)
NET CHANGE IN FUND BALANCES											
ESTIMATED BEGINNING CASH BALANCE	256,161	286,095	713,345	689,500	663,641	637,784	613,940	548,657	483,373	417,953	352,669
ADD: AR AND PREPAID ITEMS	13,158	-	-	-	-	-	-	-	-	-	-
ADD: MATURED CD	-	-	-	-	-	-	-	-	-	-	-
LESS: PURCHASE CD	-	-	-	-	-	-	-	-	-	-	-
LESS: CURRENT LIABILITIES as of 10/31/2022	(84,240)	-	-	-	-	-	-	-	-	-	-
ESTIMATED ENDING CASH BALANCE	286,095	713,345	689,500	663,641	637,784	613,940	548,657	483,373	417,953	352,669	269,586
ADD: MONEY MARKET INVESTMENT	653,967	653,967	653,967	653,967	653,967	653,967	653,967	653,967	653,967	653,967	653,967
ADD: CD INVESTMENT BALANCE	-	-	-	-	-	-	-	-	-	-	-
LESS: ESTIMATED ASSIGNED RESERVES (1)	(897,886)	(897,886)	(897,886)	(897,886)	(897,886)	(897,886)	(897,886)	(897,886)	(897,886)	(897,886)	(897,886)
ESTIMATED CASH/INVESTMENT BALANCE											
ENDING-UNASSIGNED	42,176	469,426	445,581	419,722	393,865	370,021	304,738	239,454	174,034	108,750	25,667

(1) Fund balance assignments on the October balance sheet were temporarily reduced so that the unassigned fund balance would not fall below zero.

Fund Balance Assignment - Reserves
From Inception thru September 2023

Date	Budget	Expense	Balance
1st Quarter Operating Reserves			
Assignment by motion 10/20/22	47,000		47,000
Reserves - Activity Center			
Assignment by motion 10/20/22	56,720		56,720
Reserves - CAM/Fence Construction			
Assignment by motion 10/20/22	10,000		10,000
Reserves - Gate			
Assignment by motion 10/20/22	22,000		
Fiscal year 2023 budget	2,800		24,800
Reserves - Gatehouse/Equipment			
Assignment by motion 10/20/22	10,000		10,000
Reserves - Lakes			
Assignment by motion 10/20/22	200,000		
Fiscal year 2023 budget	5,000		205,000
Reserves - Pool			
Assignment by motion 10/20/22	25,000		25,000
Reserves - Roadways			
Assignment by motion 10/20/22	500,959		500,959
Reserves - Security Features			
Assignment by motion 10/20/22	15,000		15,000
Reserves-Vehicle			
Assignment by motion 10/20/22	3,407		3,407
TOTAL	\$897,886	\$0	\$897,886

4C

Bobcat Trail Community Development District Infrastructure/Asset Management Meeting Minutes: November 1, 2022

- 1. Call to Order:** Meeting was called to order by Paul Fisher at 3:00 pm
- 2. Roll Call:** Dick Burke, Bob Etherton, Jeff Brall, Paul Fisher, and Jim Shanahan
- 3. Approval of Agenda—**The agenda had the following additions. New business 1) Sidewalk and Tennis court fence repairs, Old Business d) repair of gate house, e) Lake erosion. The agenda was approved with additions
- 4. Public Comments—**There were no public comments
- 5. Old Business**
 - a) Hurricane Updates—Bob Etherton reported on conversations with the city about picking up hurricane debris and trash over the next few weeks. He also reported that our FEMA application has been approved. Supervisor Brall brought up that a resident contacted him and requested a large tree to be removed from his back yard. The tree is on CDD property in a “green area” behind his residence. The tree fell into his yard. The current CDD policy states that the homeowner is responsible for the green area behind their property. That said, the CDD has the one-time opportunity, because of the hurricane, to clean up and possibly get some reimbursement from FEMA. This will be discussed at the next CDD meeting. Supervisor Fisher reported that we have spent approximately \$49,566 with LMP on hurricane clean up. There will be more expenses to come.
 - b) Golf course obligation—We have discovered that our front monuments at the entrance to Bobcat Trail are on Golf course property. We only own 60’ on each side from the center of the entrance road. This means we have been maintaining golf course property at and around the front monuments at our expense since the transfer of the property from the developers took place. Mr. Smith has said in a recent email that he will continue to allow us to maintain this area. We feel that if we are going to maintain, what is basically golf course property, that we should be compensated for the maintenance. This is a very similar circumstance to the golf course inadvertently paying the pool electric since 2017. We have inadvertently been paying for the front entrance maintenance at the monuments on property that belongs to the golf course since 2017 and before. This will be discussed further at a future meeting.

Supervisor Brall then brought up a letter sent to the golf course a few years ago that addressed some area that the CDD felt were being neglected by the golf course. The letter was sent by David Jackson at the request of the CDD. It was dated September 30, 2021. The subject of the letter was a DEMAND NOTICE-Maintenance deficiencies-Charlotte Harbor National Golf Course. Mr. Brall then read a letter to the CDD board

**Bobcat Trail Community Development District
Infrastructure/Asset Management Meeting Minutes: November 1, 2022
Page 2**

that he had written expressing that he did not feel Mr. Jackson was doing an adequate job following up with the golf course, and that we might need to have an attorney that would provide us with more stringent follow up with the golf course. This will be discussed at the November 17, 2022 CDD meeting.

- c) Fairway Commons expense sharing—It was recently discovered that our CDD attorney, David Jackson, had sent a letter to Fairway Commons after a conference call between himself, Paul Fisher, and Mike San Antonio concerning possible cost sharing of pump house expenses between Fairway Commons and the CDD. Unfortunately this letter was sent without the knowledge of the board, and no one on the CDD board ever received a copy of it until it was recently discovered that it had been sent. The document was titled AGREEMENT-REGRDING SHARED IRRIGATION COSTS. It has always been the intention of the CDD board to discuss a shared percentage of pump house expenses with Fairway Commons but this document went out without our knowledge so we did not even know they had it.

Supervisor Fisher will attempt to make an appointment with Mike San Antonio to discuss a possible expense sharing agreement between the CDD and Fairway Commons.

- d) Gate House repairs—The insurance check for repairs for the damage to the gate house by the boat in tow has been received. We will now begin repairs. We also have an estimate of \$2,275 for gate house repairs from the hurricane..
- e) Lake Erosion—Solitude will analysis our lake erosion problems but will charge us a substantial amount for the analysis. We do not feel we need this at this time. Supervisor Shanahan also provided estimates for sidewalk repair at Bobcat and Phoneix and the repair of the tennis courts fencing.

6. New Business

- 1) Sidewalk and tennis curt fence repairs-Discussed with Lake Erosion above.

**Bobcat Trail Community Development District
Infrastructure/Asset Management Meeting Minutes: November 1, 2022
Page 3**

a) Resident concerns:

A question was asked about the future landscape plans for Bobcat Trail after the hurricane. We have not gotten that far yet in our planning.

7. Supervisors Comments and Updates

Supervisor Brall discussed LMP work removing and cutting hurricane debris. He thinks the city cut some trees on Woodhaven that were overhanging the sidewalks.

Supervisor Etherton requested and received a copy of deductibles for hurricane areas of insurance for the CDD and provided a copy to all supervisors. He asked for all supervisors to get and submit repair estimates to him for sending to FEMA. He also stated the barrier arms are working again. We will leave them up during the day and down at night

Supervisor Fisher mentioned we will begin work on the 2024 budget soon. He also mentioned that If anyone wants something in the newsletter please get it to him before the CDD meeting.

Supervisor Shanahan mentioned that we should have more communication with the Fairway Commons HOA

Supervisor Burke mentioned that we have some breakers going out at the pool and this will be looked at.

8. Public Comments

There was a question about the schedule of the city picking up hurricane debris

There was a comment about having one company do stump grinding for all homeowners

There were various comments on tree removal and replacement

There was a comment on needing to research front monument ownership or agreement of some kind.

9. Adjournment: The meeting was adjourned at 4:49 pm

4D.

ADDENDUM TO AGREEMENT

This ADDENDUM TO AGREEMENT (“Addendum”) is dated as of the 20th day of October, 2022 by and between the Bobcat Trail Community Development District (“DISTRICT”) and Main Gate Enterprises, Inc. (“CONTRACTOR”). (DISTRICT and CONTRACTOR being collectively referred to herein as the “Parties”).

WHEREAS, the Parties are also executing a proposal dated October 20, 2022, for a gate repair project (hereinafter referred to as the “Agreement”); and

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

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

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

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

NOW THEREFORE, the Parties hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

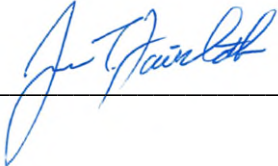
7. Payment will be made within thirty (30) days after work has been accepted and properly invoiced.

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

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

DISTRICT:

BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT

By:  _____

CONTRACTOR:

MAIN GATE ENTERPRISES, INC.

By: _____

Main Gate Enterprises, Inc. Proposal

10/20/2022

QUOTE # 44854-80



State Certified Building Contractor Lic# CBC1260204

State Certified Electrical Contractor Lic# EC13006517

CPSI24574-0717

1203 US Hwy 17 S. Wauchula, FL 33873

Phone: 863-773-3066 Fax: 863-773-5072 www.main-gates.com

BOBCAT TRAILS - HURRICANE IAN DAMAGES**BACK GATES**

ATTN: BOB ETHERTON

PHONE: 423-863-7311 EMAIL:RETHERTON@BOBCATCDD.COM

DRAWING REFERENCE: ON SITE EVALUATION

Item #	Item Type	Description	Quantity
1	BACK ENTRANCE GATE REPAIR	REPAIR DAMAGED PICKETS ON 6'X13' GATE VIA WELDING AND RE-POWDER COAT GATE BLACK IN COLOR	1
2	OPERATOR ANGLE BRACKET	ALUMINUM CUSTOM WELDED SWING GATE OPERATOR BRACKET. USED TO ATTACH OPERATOR TO GATE LEAF. INSTALLED ON BACK ENTRY GATE.	2
3	OPERATOR COVER	REPLACEMENT OUTPUT SHAFT COVER FOR SWING GATE OPERATOR	1
4	REFLECTOR	EMX REFLECTOR FOR PHOTO EYE. INSTALLED AT BACK ENTRANCE	1
5	BACK EXIT SIDE BARRIER ARM BOARD	LIFTMASTER BARRIER ARM BOARD	1
6	BARRIER ARM DOOR	LIFTMASTER BARRIER ARM TOWER DOOR/PLATE	1
7	LABOR	LABOR TO PROFESSIONALLY INSTALL ALL EQUIPMENT LISTED ABOVE	1
8	TOTAL	TOTAL PROPOSED PRICE	\$4,595

PAVER REMOVAL AND REPLACEMENT, IF REQUIRED, TO BE PROVIDED BY OTHERS.

FENCE/GATE AND ELECTRICAL PERMITS ARE NOT INCLUDED.

TELEPHONE LINE TO TELEPHONE ENTRY UNIT TO BE PROVIDED BY OTHERS.

SCHEDULE: START OF WORK IS CONTINGENT UPON RECEIVING A SIGNED CONTRACT, NOTICE OF COMMENCEMENT AND ISSUANCE OF PERMIT. START DATE WOULD HAVE TO BE ADJUSTED IF THERE ARE DELAYS IN RECEIPT OF ANY OF THE ABOVE.

TERMS: 25% DEPOSIT WITH PROGRESS BILLING AS WORK IS PERFORMED WITH BALANCE DUE UPON COMPLETION. COMPLETION DEFINED AS SUBSTANTIAL COMPLETION OF CONTRACTED WORK. MAIN GATE ENTERPRISES, INC. EXPECTS PAYMENT EVEN IF WORK PERFORMED BY OTHERS (E.G. POWER, PHONE COMPANIES) IS NOT COMPLETED. THE CUSTOMER AGREES THAT THE FULL AMOUNT OF THIS CONTRACT IS DUE AND PAYABLE UPON COMPLETION AND INVOICE IS RENDERED. IF NOT PAID WITHIN 10 DAYS, THE CUSTOMER AGREES TO PAY A SERVICE CHARGE PER MONTH FROM THE DATE OF THE STATEMENT UNTIL PAID. AFTER 30 DAYS, IF THE STATEMENT IS GIVEN TO AN ATTORNEY FOR COLLECTION, THE CUSTOMER AGREES TO PAY ALL ATTORNEY FEES AND COURT COSTS SHOULD SUIT BE NECESSARY.

1 YEAR WARRANTY ON MATERIALS AND WORKMANSHIP, EXCEPT GATE STRIKES, VANDALISM AND ACTS OF GOD. WARRANTY PERIOD BEGINS UPON COMPLETION OF INSTALLATION AND ACCEPTANCE BY DEVELOPER.	
WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETED IN ACCORDANCE WITH SPECIFICATIONS ABOVE. PROPOSED PRICE INCLUDES ALL APPLICABLE TAXES.	
PROPOSAL EXPIRES 30 DAYS FROM DATE OF PROPOSAL	
ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.	
Main Gate Enterprises, Inc.	Bobcat Trails
Signed: _____	Signed: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

4E.



Americast Development Company

**650 Wymore Road Suite #102
Winter Park, Florida 32789**

Phone 407-822-8820
Mgodfrey@americastdevelopment.com

DATE: *10-18-2022*

PROPOSAL #: *102822-12-MG*

Submitted To: *Bobcat Community Development District
1352 Bobcat Trail
North Port, FL 34288*

Attention: *Janet Guyer
jguyer@bobcatcdd.com
585-537-9779*

Job Location: *Bobcat Community Development District*

Repairing of the chain link fencing at the tennis court behind the recreation center - Saw cut and remove severely bent green post 12' post and dispose debris off site at a recycler. Dig and set (6) new green posts in concrete footings. Install 36' of new chain link green fencing and horizontal supports. In addition, the section of fencing to the back pedestrian in need of repairs is included in this proposal for repair/replace missing pieces.

Cost: \$ 5,800.00 Accept: X_____

Payment to be made as follows: **Due within 20 days of completion of each individual project line item**

Authorized Signature: _____ ***Michael P Godfrey***
Michael Godfrey, Director of operations

Should it become necessary for **Americast Development Company**. to hire an Attorney to collect money due according to this document, then I/we, the undersigned, hereby agree to pay the attorney fees, court costs and collection fees.

Date of Acceptance: _____ **Signature:** _____

4F.



Americast Development Company

**650 Wymore Road Suite #102
Winter Park, Florida 32789**

**Phone 407-822-8820
Mgodfrey@americastdevelopment.com**

DATE: *10-14-2022*

PROPOSAL #: *102622-11-MG*

Submitted To: *Bobcat Community Development District
1352 Bobcat Trail
North Port, FL 34288*

Attention: *Janet Guyer
jguyer@bobcatcdd.com
585-537-9779*

Job Location: *Bobcat Community Development District*

Repairing of Concrete Sidewalk slab at (Bobcat Trail and Phoenix Palm Terrace) - Saw cut a clean straight edge at each end of each section of broken concrete slab. Remove and dispose of broken concrete offsite at an approved recycler. The area will be secured with orange plastic construction fencing and stakes for pedestrian safety. **Tree stump and root removal to be completed by others and is not included in this proposal.** Level, grade and compact the area disturbed by the falling tree using road base material. Form, pour and finish new 4" concrete slab using 3000 P.S.I. concrete reinforced with fiberglass mesh. Approximately (198) square feet of concrete to be repaired. Replace 200 square feet of Saint Augustine sod surrounding the immediate area around the new sidewalk

Cost: \$ 7,800.00 Accept: X_____

Payment to be made as follows: **Due within 20 days of completion of each individual project line item**

Authorized Signature: _____ **Michael P Godfrey**
Michael Godfrey, Director of operations

Should it become necessary for **Americast Development Company**. to hire an Attorney to collect money due according to this document, then I/we, the undersigned, hereby agree to pay the attorney fees, court costs and collection fees.

Date of Acceptance: _____ **Signature:** _____

Fifth Order of Business

5B

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED RULES, POLICIES, AND PROCEDURES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District to adopt by this Resolution the revised Rules, Policies, and Procedures attached hereto as Exhibit “A;” and

WHEREAS, the attached revised Rules, Policies, and Procedures are for immediate use and application, having been adopted after having held a public hearing before the District Board of Supervisors on November 17, 2022.

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

SECTION 1. The revised Rules, Policies, and Procedures attached hereto as Exhibit “A” are hereby adopted for immediate use.

SECTION 2. District staff has provided notice to the general public in accordance with Chapters 120 and 190, Florida Statutes, and scheduled a public hearing before the Board of Supervisors.

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

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

PASSED AND ADOPTED this 17th day of November, 2022.

ATTEST:

**BOBCAT TRAIL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman / Vice Chairman

Exhibit “A”: Bobcat Trail Community Development District
Rules, Policies, and Procedures

**BOBCAT TRAIL
COMMUNITY DEVELOPMENT DISTRICT**

**Rules
Policies
and
Procedures**

Version 15

Adopted September 6, 2018

Updated November 17, 2022

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CHAPTER 1 OPERATING RULES

CHAPTER 1 OPERATING RULES

Rule 1.0: General

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

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

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

Rule 1.1: Board of Supervisors; Officers and Voting

1. Board of Supervisors: The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be residents of the State of Florida and citizens of the United States. Supervisors elected by resident electors must be at least 18 years of age, citizens of the United States of America, legal residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located. The Board shall exercise the powers granted to the District under Florida law.
 - 1.1. Supervisors shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - 1.2. Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - 1.3. Action taken by the Board shall be upon a majority vote of the members present and voting, unless otherwise provided in the Rules or required by law. A Board member may participate in the Board Meeting by teleconference or video conference in accordance with applicable law and shall be entitled to vote if the Board agrees, but will not count towards a quorum.
 - 1.4. Unless otherwise provided for by an act of the Board, only one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation must be approved pursuant to subsection 1.3
2. Officers: At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice Chairperson, Secretary, Assistant Secretary and Treasurer.
 - 2.1. The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a successor Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf as well as sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice Chairperson shall

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

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

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

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

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

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

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

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

Law Implemented: §§ 190.006, 190.007, 112.3143, Fla. Stat.

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

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

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

2. Public Records: All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings," may be copied or inspected at the District Manager's office during regular business hours. Certain District records are also available on the District's website or can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such

request to the Secretary for coordination of a response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, will be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records in response to a public records request.

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

extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service fee for supervisory assistance, clerical assistance, and the actual cost incurred for the use of information technology. For purposes of this rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the above special service fees shall apply. Payment in advance by the person making the public records request is required.

14. Records Retention: The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
15. Policies: The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.006, 119.07 Fla. Stat.

Rule 1.3: Public Meetings, Hearings, and Workshops

1. Notice: Except in emergencies, or as otherwise required by statute or these Rules, at least 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:

- Call to Order / Roll Call
- Approval of Agenda
- Public Comments
- Approval of the Consent Agenda
 - Minutes of Infrastructure/Asset Management Committee Meeting
 - Financial Statements and Check Register
 - Acceptance of Committee Minutes
- Approval of the Minutes
- Old Business
- New Business
- District Manager's Report
- Attorney's Report
- Engineer's Report
- Other Reports
 - I/A Management Committee
 - Landscape Committee
 - Finance Supervisor
 - Golf Liaison
 - Lakes and Roads Supervisor
 - Maintenance Supervisor
 - Facilities Supervisor
 - HOA Liaison
 - Commercial Properties
- Public Comment Period
- 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 2.5, 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 twenty-one (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 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.
13. 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 the current statutory amount (if applicable), for a study activity when the fee for such professional services to the District does not exceed 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 Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- 3.5. "Design-Build Firm" means a partnership, corporation or other legal entity that:
- 3.5.1. 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
 - 3.5.2. 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.
- 3.6. "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.
- 3.7. "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.
- 3.8. "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.

- 3.9. "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.
- 3.10. "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.
- 3.11. "Negotiate" means to conduct legitimate, arms-length discussions and conferences to reach an agreement on a term or price.
- 3.12. "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.
- 3.13. "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.
- 3.14. "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 of Florida.
- 3.15. "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.

3.16. “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:

- 3.16.1. The ability and adequacy of the professional personnel employed by the entity/individual.
- 3.16.2. The past performance of the entity/individual for the District and in other professional employment.
- 3.16.3. The willingness of the entity/individual to meet time and budget requirements.
- 3.16.4. The geographic location of the entity’s/individual’s headquarters or office in relation to the project.
- 3.16.5. The recent, current and projected workloads of the entity/individual.
- 3.16.6. The volume of work previously awarded to the entity/individual.
- 3.16.7. Whether the cost components of the bid or proposal are appropriately balanced.
- 3.16.8. Whether the entity entity/individual is a certified minority business enterprise.

- 3.17. “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, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
2. **Qualifying Procedures:** In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - 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 2.2 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.

2.5. Exceptions: This Rule is inapplicable when:

- 2.5.1. The project is undertaken as repair or maintenance of an existing public facility;
- 2.5.2. 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;
- 2.5.3. The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- 2.5.4. 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.

3. PAYMENT AND PERFORMANCE BONDS

3.1 Scope. This Section 3 of Rule 3.5 shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

3.2 Required Bond. Upon entering into a contract for any of the services described in Subsection 3.1 of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price.

Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

3.3 Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in Subsection 3.1 of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: §§ 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

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 and 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.

2.3.5 Maintenance Supervisor

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

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

2.3.5.3 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.

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

2.3.6 Facilities Supervisor

2.3.6.1 Fitness Center: Maintenance and repair of equipment.

2.3.6.2 Community Center: Maintenance and repair of building.

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

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

3. Additional Duties Assigned to Supervisors

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 – Coordination with HOA Board regarding mutual issues/matters

3.3 Commercial Properties Liaison – Contact link between property owner(s) and CDD Board

3.4 Fairway Commons Liaison – Coordinate with Fairway Commons Board and the CDD Board

- 3.5 Villas Liaison – Coordinate with Villas Board and CDD Board
- 3.6 Golf Course Liaison – Contact link between Golf Course owner and CDD Board

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 Envera 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 gate access 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 (closing documents, utility bill, real estate tax bill, lease, driver's license etc.). The registration form must be completed prior to obtaining a vehicle sticker. **All denials of vehicle stickers will be referred to the Facilities 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. Gate access 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 Facilities 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. Real Estate Sale/Rental/ For Sale By Owner Real Estate
 - 4.6.1. 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.
 - 4.6.2. All real estate agents or homeowners selling, buying or renting properties must adhere to the following:
 - 4.6.2.1. 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.

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 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 shoreline, 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 shoreline 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 polices, he or she will be asked to leave.
 - 1.27.9.3. If the individual resists, the Police will be called.
 - 1.27.9.4. If damages occur, the member hosting the guest will be responsible for any damages and will be invoiced.

1.28. Pool Use Policy

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

pool and pool house recreational facilities. This policy supports the open and unfettered use of this recreational asset by our 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 Facilities 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 to leave the Fitness Center is required to turn off all lights and fans and ensure all equipment is turned off.

3.4.7. Use of TVs must be followed under approved rules. Radios and CD players are not permitted unless they are personal units equipped with headphones. Users must be considerate of others when using a cell phone in the Fitness Room.

3.4.8. Pet animals (except for accepted service animals) are not permitted in the facility.

3.5. Liability

3.5.1. The Community Center/CDD is not liable for damages, improper equipment use, personal health issues, or other occurrence related to usage of the Fitness Room.

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

3.6. Food & Beverages:

3.6.1. No food (including chewing gum) or beverage may be brought into the Fitness Room. Bottled water (in plastic bottles) is the only exception. The proper disposal of plastic bottle containers is required.

3.6.2. No glassware of any kind is permitted in the Fitness Facility.

3.6.3. Chewing gum and chewing tobacco are not permitted.



CHAPTER 3

FINANCE POLICIES & PROCEDURES

CHAPTER 3 FINANCE POLICIES & PROCEDURES

SECTION 1: Fiscal Budget Preparation Guidelines

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

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

1. General Description of the Budget Process

- 1.1. Each year, the Bobcat Trail CDD Board of Supervisors prepares an Annual Operating Budget that is meant to encompass all anticipated Revenues and Expenses that the Community Development District will incur in the forthcoming fiscal year.
- 1.2. The Budget is meant to be a guide to financial responsibility that allows the CDD to meet the obligations of the Community to ensure 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 Card Process

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

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.

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 USE REQUEST FORM

Date(s) requested _____ Time Requested _____

Resident in charge _____

Phone _____ E-mail _____

Type of group _____ # Attending _____

_____ Private Event – Residents and Outsiders, or Invited Residents Only

_____ Public Event All Residents Invited to Attend

Liquor – Yes No

Liquor of any kind is NOT permitted in the building unless liquor insurance is issued and a copy received by the CDD

Will a caterer be used? Yes (provide info and copy of insurance) No

Kitchen Carafes should be used for transporting liquids from the kitchen to tables. Liquids are to be disposed of in the kitchen sink, not in trash bags.

Candles or other types of open flames are NOT permitted.

Table covers must be used with food/drinks

Gambling is NOT permitted in the Community Center or on Property Owned by the CDD.

Rooms are set up with tables and chairs to accommodate general use of the building. If you need to rearrange/add/remove/change seating to suit your event, take note of the current seating as you will need to reset the room as you found it in the rooms and in the storage area. Rooms are to be left as they were when you arrived.

Cleaning is a priority! You are responsible for all clean up. Cleaning supplies are provided in the kitchen, including a mop and vacuum cleaner. All trash must be tied and disposed of in the cans located in the white enclosed area near the side door.

All items from your event must be removed from the building when you leave.

Should you choose not to follow the above guidelines, you will forfeit your deposit and may be banned from having another event in the building.

Room Requested by: _____ Date: _____

Approved by: _____ Date: _____

Deposit check amount _____ Check # _____ Room Charge Amount _____ Check # _____

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 _____.

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Educate members on proper technique and conduct classes.

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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:)

Sixth Order of Business

6Aii

From: Rich Smith, PGA <rsmith@golftheharbor.com>
Sent: Wednesday, November 9, 2022 5:12 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Cc: David Jackson <djackson@flgovlaw.com>
Subject: Re: BTCDD-Golf Course Maintenance Shop Alarm

Yes I know but I did ask for it to be re discussed at IA or this meeting as needed. Would like it to be discussed one more time

Please as previously indicated. This on my part is another addition of good will by us seeking first good will from y'all. I've buried a few issues that you don't want me to bring up if your sensible and I will stay that course till I hear back about the woodhaven extension. It's in all of our best interest. After that without a good outcome I can't promise anything. This frankness is sent in hopes of good outcomes for all. Thank you Justin.

Rich Smith, PGA

On Nov 9, 2022, at 5:05 PM, Faircloth, Justin <justin.faircloth@inframark.com> wrote:

Mr. Smith,

Please see the attached email sent on 10/25/22 in response to your previous email. Presently, the prior communication of the Board stands.

Sincerely,
Justin

Justin Faircloth | CAM, CDM | District Manager

239.785.0675 | www.inframarkims.com

SUPERVISORS, PLEASE DO NOT REPLY TO ALL AS THIS COULD BE A VIOLATION OF THE FLORIDA SUNSHINE PROVISIONS.

CONFIDENTIALITY NOTICE: The information in this email is intended for the sole use of the recipient(s) and may be confidential and subject to protection under the law. If you are not the intended recipient, you are hereby notified that any distribution or copying of this email is strictly prohibited. If you have received this message in error, please contact the sender immediately and delete your copy from your computer.

From: Rich Smith, PGA <rsmith@golftheharbor.com>
Sent: Wednesday, November 9, 2022 2:56 PM
To: Faircloth, Justin <justin.faircloth@inframark.com>

Cc: David Jackson <djackson@flgovlaw.com>

Subject: Re: BTCDD-Golf Course Maintenance Shop Alarm

Another quick question. Where do we stand on leaving wood heaven agreement in place till January.

Rich Smith, PGA

Eighth Order of Business

8Ai



Work Order

Work Order Number

Created Date 10/31/2022

Account

Bobcat Trail CDD

Contact

Janet Guyer

Address

1352 Bobcat Trail
North Port, FL 34288

Work Details

Specialist
Comments to
CustomerAssigned
Resource

JONATHAN VELASCO

Work Order Assets

Asset	Status	Product Work Type	Specialist Comments to Customer
Bobcat Trail Cdd-Lake-ALL	Inspected		The small and medium branches of the entire lakes were taken out of the lakes (all lakes 1 to 18)

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Bobcat Trail Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Bobcat Trail Cdd-Lake-ALL	LITTORAL SHELF	
Bobcat Trail Cdd-Lake-ALL	LAKE WEED CONTROL	
Bobcat Trail Cdd-Lake-ALL	DYE APPLICATION	
Bobcat Trail Cdd-Lake-ALL	ALGAE CONTROL	

TENTH ORDER OF BUSINESS

10A

RESOLUTION 2023-04

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 authorize the approval of 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 authorize the approval of maintenance/repair expenses up to a not-to-exceed amount of ten thousand and 00/100 dollars (\$10,000.00) 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 17th day of November, 2022.

ATTEST:

**BOBCAT TRAIL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

10B

**AGREEMENT BETWEEN THE
BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT AND
INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE**

THIS AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 2022 (the "Effective Date") by and between:

BOBCAT TRAIL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Inframark Infrastructure Management Services, 210 N. University Drive, Suite 702, Coral Springs, FL 33071 (the "**District**"), and

INNERSYNC STUDIO, LTD., d/b/a CAMPUS SUITE, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

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

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

WHEREAS, the District has a need to obtain a qualified independent contractor to perform on-boarding of the District's Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

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

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

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

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

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

A. INITIAL WEBSITE ON-BOARDING AND REMEDIATION. Upon execution of the Agreement by the Parties, Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "WCAG"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to one thousand five hundred (1500) pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("Compliance Shield");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;
- ix. secure "https" certification and provide secure "cloud" hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida

law;

xi. provide and/or allow display of an ADA compliant calendar, reservation request form, and newsletter, as applicable or necessary to the District;

xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;

xiii. provide any and all other efforts reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. MAINTENANCE. Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

i. host, manage, and maintain the Website;

ii. remediate new District documents on an unlimited basis; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request;

iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request;

iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;

v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to

the Website;

- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;
- vii. perform monthly comprehensive technological and human, as needed, audits to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;
- viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;
- ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and
- x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

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

- i. providing a point of contact to respond to requests for Website accommodation;
- ii. converting documents for a public records requests received by the District;
- iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

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

A. INITIAL WEBSITE ON-BOARDING AND REMEDIATION. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of one thousand, five hundred twelve and 30/100 dollars (\$1,512.30), fifty percent (50%) of which shall be due within thirty (30) days as a deposit upon execution of this Agreement by both parties after properly invoicing the District. Contractor shall invoice the District for the remaining seven hundred fifty-six and 15/100 dollars (\$756.15) upon substantial completion of the Services provided in Section 2(A).

B. MAINTENANCE. For performance of the Services as provided in Section 2(B) of this Agreement, starting on the Effective Date, as defined herein, the District shall pay the Contractor one thousand five hundred fifty-two dollars and fifty cents (\$1552.50) per year, payable in four (4) equal quarterly installments of three hundred eighty-eight dollars and thirteen cents (\$388.13). Parties understand and acknowledge that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii), on an unlimited basis.

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

SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the Effective Date and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then Contractor shall coordinate

with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

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

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

convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

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

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY.

Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Sandra DeMarco ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential

and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN, SANDRA DEMARCO AT (954) 282-0081, SANDRA.DEMARCO@INFRAMARK.COM, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

SECTION 8. INDEMNITY.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

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

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

SECTION 10. E-VERIFY REQUIREMENT. Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. Contractor agrees and acknowledges that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, *Florida Statutes*, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the District has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the

immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate the Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of the Agreement based on Contractor's failure to comply with the E-Verify requirements referenced herein.

SECTION 11. GENERAL PROVISIONS.

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

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

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

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

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may

then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in Sarasota County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

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

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

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

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

If to Contractor: Innersync Studio, Ltd.,
d/b/a Campus Suite
752 Dunwoodie Drive
Cincinnati, Ohio 45230
Attn: Steven Williams

If to District: Bobcat Trail Community Development District
c/o Inframark Infrastructure Management Services
5911 Country Lakes Drive
Fort Myers, Florida 33905
Attn: Justin Faircloth

With a copy to: Persson, Cohen, Mooney, Fernandez & Jackson, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
Attn: R. David Jackson, District Counsel

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

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

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

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

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

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

performance will be extended for the period of the delay or inability to perform due to such occurrence.

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

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

**BOBCAT TRAIL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair, Board of Supervisors

WITNESS:

**INNERSYNC STUDIO, LTD., D/B/A
CAMPUS SUITE**, an Ohio limited
liability company

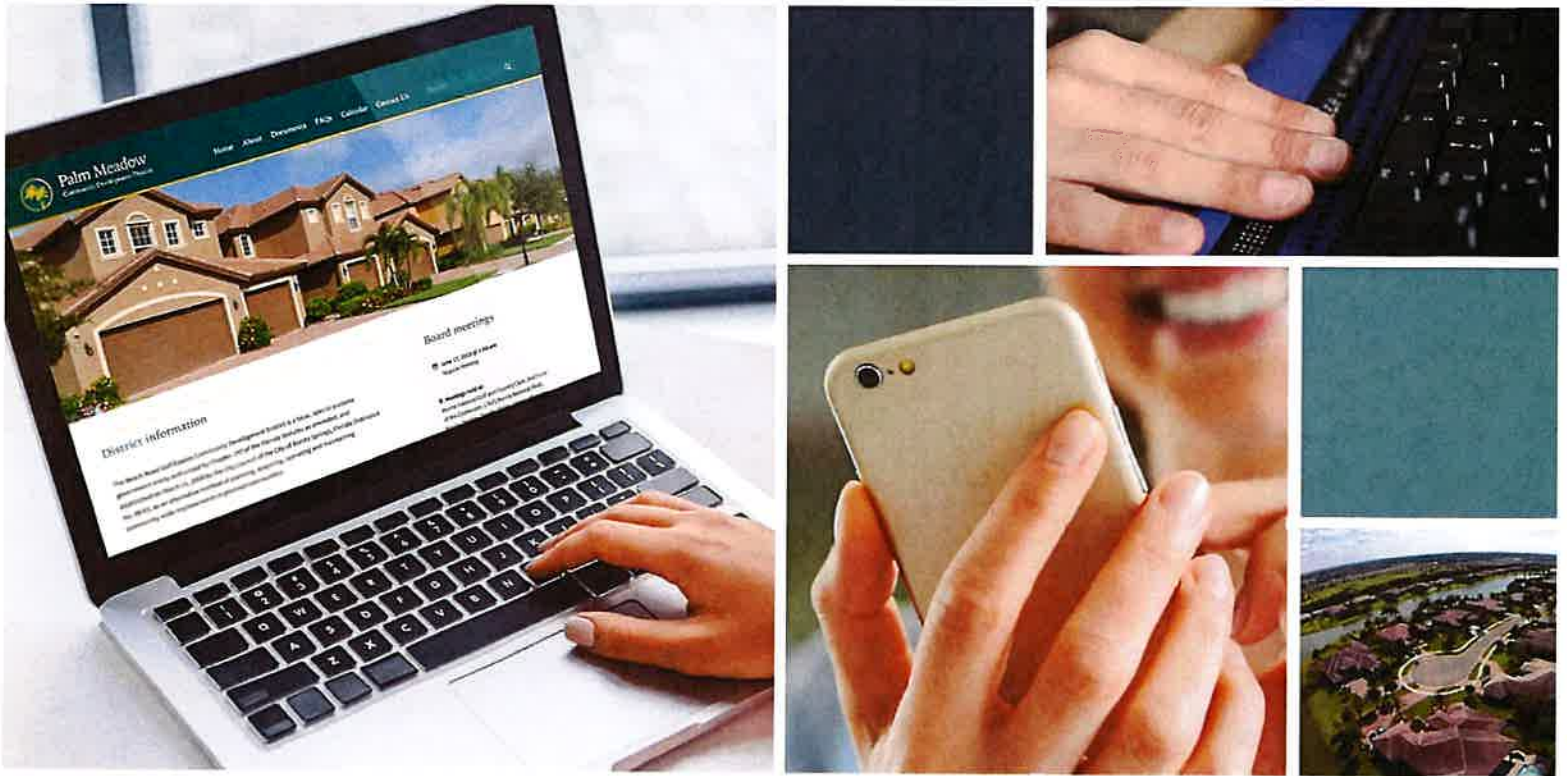
Print Name:

By: _____, _____ (Title)

Exhibit A: Proposal for Services

Exhibit A

Proposal for Services



Keeping your community informed. And you compliant.

Bobcat Trail Community Development District

Proposal date: 10 / 12 / 2022


Proposal ID: MHWQJ-PEAR5-J2QPF-8MZPD

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FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

 *Certified Specialist*

campus
suite

Pricing

Effective date: 10 / 17 / 2022

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation 	1	\$1,512.30
Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly accessibility site reporting, monitoring and error corrections 	1	\$615.00
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of unlimited PDF pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard 	Unlimited	\$937.50
Social Media Manager		Included
Total:		\$3,064.80



Accessibility Compliance
with Campus Suite



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



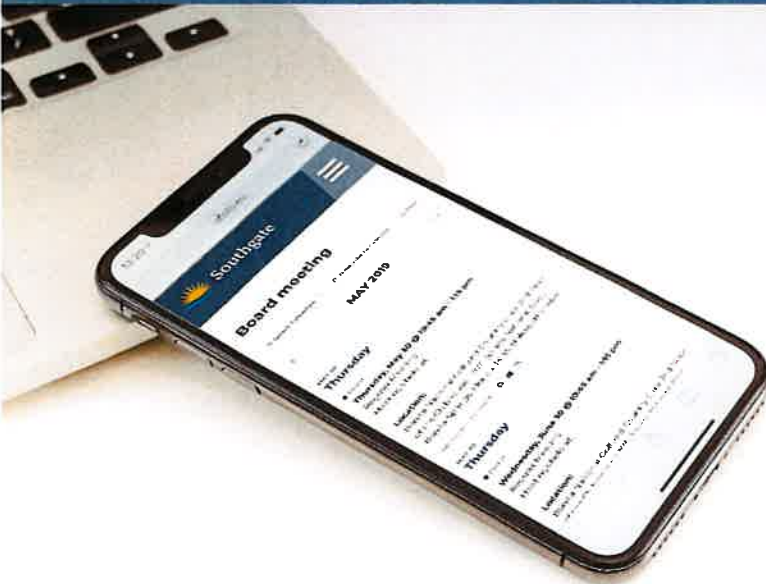
Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money



Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite

We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



W3C[®]
WCAG 2.0



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District’s website.
3. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents uploaded by the District Manager to the document portal;
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

4. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
5. **Support Services.** Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Eleventh Order of Business

11Fi



Proposal

Proposal# SPN99103
 Proposal Date: 11/7/2022
 Valid Until: 12/7/2022

2801 N. Powerline Road
 Pompano Beach, FL 33069
 Tel 954-971-7350 Fax 954-975-0791

Customer # 7899
 Bobcat Trail CDD
 c/o Inframark
 210 N. University Dr. Suite 702
 Coral Springs, FL 33071
 Tel: 239-785-0675 Fax:

Job Site: 8168
 Bobcat Trail CDD
 1352 Bobcat Trail
 North Port, FL 34288
 Tel: Contact:<NA>
 Model#

Nature of Service:

S/O-- Filter Parts -Pod Cover, Clamp, O-ring, Transition

As per your pictures it was found the filter parts to be faulty. These parts need replacement for the filter to operate as designed. The filter provides clean water to landscaping for maximum irrigation coverage and minimal clogged sprinkler heads. Clogged heads and field valves will result in higher field maintenance and replacement costs and rapid cycling which shortens the life of the pumps and irrigation fittings.


Sub Total: \$1,610.49

Grand Total: \$1,610.49

TERMS: Full payment is due upon receipt of invoice. Interest will be due and shall accrue at the rate of 1-1/2% per month compounded on any overdue amount. Collection costs, including attorney's fees, will be due in the event of nonpayment. Warranty of parts and workmanship for one year from date of installation in accordance with Hoover standard Warranty Terms and Conditions. Hoover will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.

Accepted By:
 Hoover Pumping Systems, Corp.

Accepted By:
 Bobcat Trail CDD



 Lukas Correa

 Signature/ Printed Name/ Date