

***MEADOW VIEW
AT TWIN CREEKS***
Community Development District

AUGUST 20, 2026

AGENDA

**Meadow View at Twin Creeks
Community Development District**

475 West Town Place, Suite 114
St. Augustine, Florida 32092

www.meadowviewattwincreeksccd.com

August 13, 2026

Board of Supervisors
Meadow View at Twin Creeks CDD

Dear Board Members:

The Meadow View at Twin Creeks Community Development District Board of Supervisors meeting is scheduled for **Thursday, August 20, 2026 at 10:00 a.m. at the Lake Houses at Beacon Lake, 850 Beacon Lake Parkway St. Augustine, Florida 32095.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment
- III. Approval of Minutes of the July 9, 2026 Meeting
- IV. Staff Reports
 - A. Landscape
 - B. District Engineer
 - 1. Acceptance of the 2026 Annual Engineer's Report
 - 2. Discussion of Road Repairs
 - C. District Counsel
 - D. District Manager
 - 1. Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2027
 - 2. Consideration of Goals & Objectives for Fiscal Year 2027
 - E. Amenity Manager
 - F. Operations Manager – Report

- V. Acceptance of the Engagement Letter with Grau & Associates for the Fiscal Year 2026 Audit
- VI. Public Hearing for the Purpose of Adopting Revised Rules of Procedure; Consideration of Resolution 2026-08
- VII. Public Hearings for the Purpose of Adopting the Budget and Imposing Special Assessments for Fiscal Year 2027
 - A. Consideration of Resolution 2026-09, Relating to Annual Appropriations and Adopting the Budget
 - B. Consideration of Resolution 2026-10, Imposing Special Assessments and Certifying an Assessment Roll
- VIII. Discussion of Liquor License
- IX. Consideration of Revised Amenity Policies
- X. Financial Reports
 - A. Financial Statements as of June 30, 2026
 - B. Assessment Receipts Schedule
 - C. Check Register
- XI. Other Business
- XII. Supervisors' Requests and Audience Comments
- XIII. Next Scheduled Meetings – September 17, 2026 at 10:00 a.m. at the Lake House at Beacon Lake, 850 Beacon Lake Parkway, St. Augustine, Florida 32095
- XIV. Adjournment

MINUTES

MINUTES OF MEETING
MEADOW VIEW AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District was held on Thursday, July 9, 2026 at 6:00 p.m. at the Lake House at Beacon Lake, 850 Beacon Lake Parkway, St. Augustine, Florida 32095.

Present and constituting a quorum were:

Frank Arias	Chairman
Daryl Berman	Supervisor
Jessica Brown	Supervisor

Also present were:

Matt Biagetti	District Manager
Katie Buchanan <i>by phone</i>	District Counsel
Scott Lockwood <i>by phone</i>	District Engineer
Jennifer Erickson <i>by phone</i>	Amenity Manager
Christian Birol	Operations Manager

The following is a summary of the discussions and actions taken at the July 9, 2026 meeting.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Biagetti called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes

A. June 15, 2026 Workshop

B. June 18, 2026 Meeting

Copies of the minutes of the June 15, 2026 workshop and June 18, 2026 meeting were included in the agenda package for the Board's review.

On MOTION by Ms. Brown seconded by Mr. Berman with all in favor the June 15, 2026 workshop and June 18, 2026 meeting minutes were approved as presented.
--

FOURTH ORDER OF BUSINESS

Staff Reports

A. Landscape

Mr. Birol went over the upcoming landscape projects. He also presented a proposal for the next annual rotation for a total of \$13,005.

On MOTION by Mr. Arias seconded by Ms. Brown with all in favor the proposal from Yellowstone for summer and fall annuals was approved.

B. District Engineer

Mr. Biagetti stated that Mr. Lockwood is still working on a number of items and should have an update at the next meeting.

C. District Counsel

Ms. Buchanan informed the Board that the Governor vetoed the change to sovereign immunity limits. The Governor did sign the bill to initiate a process to recall resident board members for serious neglect of duties.

Mr. Arias asked if there is any money leftover in the construction fund.

Ms. Buchanan responded that there is around \$50,000 available between two accounts, however staff is working to ensure there are no outstanding invoices and to confirm the developer would release the funds to the District. Ms. Buchanan asked Mr. Biagetti to encourage the District Engineer to come to the next meeting with a recommendation on any repairs if appropriate.

D. District Manager

Mr. Biagetti presented two versions of informational letters to be sent to residents to educate them on the CDD and related assessments.

Mr. Berman stated that he would like more time to review the two and provide suggestions and would provide those to Mr. Biagetti.

E. Amenity Manager

Ms. Erickson provided an overview of past and future community events. Next, Ms. Erickson and Mr. Birol reported on how the security patrols are going, noting there has been a reduction in vandalism and trash throughout the community. Ms. Brown suggested looking at reducing the patrol hours to save money.

Ms. Brown stated that she noticed the multi-use path is cracked and questioned if it can be sealed at the same time as the roadways. Mr. Birol responded that he would speak to the contractor.

F. Operations Manager – Report

A copy of the operations report was included in the agenda package for the Board's review.

FIFTH ORDER OF BUSINESS

Ratification of Updated Proposal from Riverside Management Services for FY27

Mr. Biagetti stated that the enclosed proposal formalizes the changes that were discussed at the June meeting.

On MOTION by Mr. Arias seconded by Mr. Berman with all in favor the proposal from Riverside Management Services was ratified.

SIXTH ORDER OF BUSINESS

Discussion of the Fiscal Year 2027 Budget

Mr. Biagetti stated that the budget as presented results in a 9.9% increase in assessments and \$182,000 being contributed to the capital reserve fund. The public hearing to adopt the budget will be held at the August meeting.

SEVENTH ORDER OF BUSINESS

Financial Reports

A. Financial Statements as of May 31, 2026

Mr. Biagetti provided an overview of the financial statements, copies of which were included in the agenda package for the Board's review. There is a positive variance overall.

B. Assessment Receipts Schedule

Mr. Biagetti reported the on-roll assessments for fiscal year 2026 were 100% collected.

C. Check Register

A copy of the check register totaling \$169,561.02 was included in the agenda package for the Board's review.

On MOTION by Mr. Arias seconded by Ms. Brown with all in favor the check register was approved.

EIGHTH ORDER OF BUSINESS**Other Business**

There being none, the next item followed.

NINTH ORDER OF BUSINESS**Supervisors' Requests and Audience Comments**

A resident asked when the bonds will be paid off.

Mr. Biagetti responded that the bonds mature after 30 years and the specific date would depend on which Series of bonds the resident's property falls under.

Rick Ciambro asked if there is an update on the Phase 3 beautification projects.

Mr. Birol responded that there are a few things that need to be fixed around the pond area before anything else can proceed, which should occur in August. A pipe had to be enlarged and the reclaimed water meter has been delayed.

Rick Ciambro asked if it has been decided what the landscaping will look like in Phase 3B.

Mr. Arias responded the landscaping will mirror Phase 4, but the hardscape has not been decided yet as it depends on what funds are available.

John Fornuto asked if there will be comments allowed at the next meeting regarding the budget adoption.

Mr. Biagetti responded that there will be the normal public comment periods, and a public hearing will be opened specifically for the budget adoption in which members of the public can make comments on the budget.

Alison Untiedt asked who can be contacted regarding landscaping beautification projects.

Mr. Berman responded that any of the board members could be emailed.

Alison Untiedt stated that her comments would be regarding the soccer field behind the school.

Mr. Berman responded the soccer field is not owned by the District. The county is responsible for that portion of land.

Lawrence Union asked what his rights are in regard to the woods behind his home.

Mr. Birol responded that it is a preserve area and no one can touch it unless there is a risk of a dead tree falling on private property.

Keith Propst stated that there are two dead trees that are in danger of falling on his property.

Mr. Birol responded that he would provide his contact information so that he could inspect them.

Jenny Propst commented on a dead tree between Phases 3 and 4 on Creekside's property.

Mr. Berman responded that he has already emailed Creekside regarding the tree.

Alison Untiedt asked if each section of the neighborhood could be named with signs installed.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – August 20, 2026
at 10:00 a.m. at the Lake House at Beacon
Lake, 850 Beacon Lake Parkway, St.
Augustine, Florida 32095**

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Arias seconded by Ms. Brown with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

B.

1.

ENGINEER'S 2026 ANNUAL REPORT

FOR THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

ST. JOHNS COUNTY, FLORIDA

PREPARED FOR:

**BOARD OF SUPERVISORS
MEADOW VIEW AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

PREPARED BY



Engineers – Planners – Surveyors – Landscape Architects
14775 Old St. Augustine Road, Jacksonville, Florida 32258
Reg. Number: 2584

ETM Job Number: E 17-348

Revised Date: July 9, 2026

Email: Lockwoods@etminc.com Phone: 904-265-3163

Table of Contents and Engineer's Signature Page

Project Name: **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**
Project Location: Adjacent to County Road 210 and east of Philips Highway (US No. 1)
Project City / State: St. Johns County, Florida
Programs used: Microsoft Word and Excel 2022, AutoCAD C3D 2022
Etm Job No. E 17-348
Report prepared by: Christopher Makhoulouf

TABLE OF CONTENTS:

<u>Sections</u>	<u>Item</u>
A	Table of Contents and Engineer's Signature Page
B	Location Map
C	Master Site Plan
D	Beacon Lake Phase I - Site Plan
E	Beacon Lake Amenity Center - Site Plan
F	Beacon Lake Townhomes - Site Plan
G	Beacon Lake Phases 2A, 2B, and 2C - Site Plan
H	Beacon Lake Phase 3A
I	Beacon Lake Phase 3A - Lakeside Park and Community Park
J	Beacon Lake Phase 3B
K	Beacon Lake Phase 4
L	General Information
M	Project Background
N	Public Agency Ownership
O	Entrance Features, Signage, and Associated Landscaping:
P	Amenity Center (Lake House) And Recreational Facilities:
Q	Neighborhood Parks / Pockets Parks And Associated Landscaping:
R	Beacon Lake Parkway / Twin Creeks Drive:
S	Road Right Of Ways And Associated Landscaping:
T	Storm Water Management Facilities:
U	Conservation / Preservation Areas
V	Long Term Maintenance:
W	Public Facilities
X	Project Photographs

Portion of pages or sections of this report signed and sealed by Engineer

Sections A-X Only



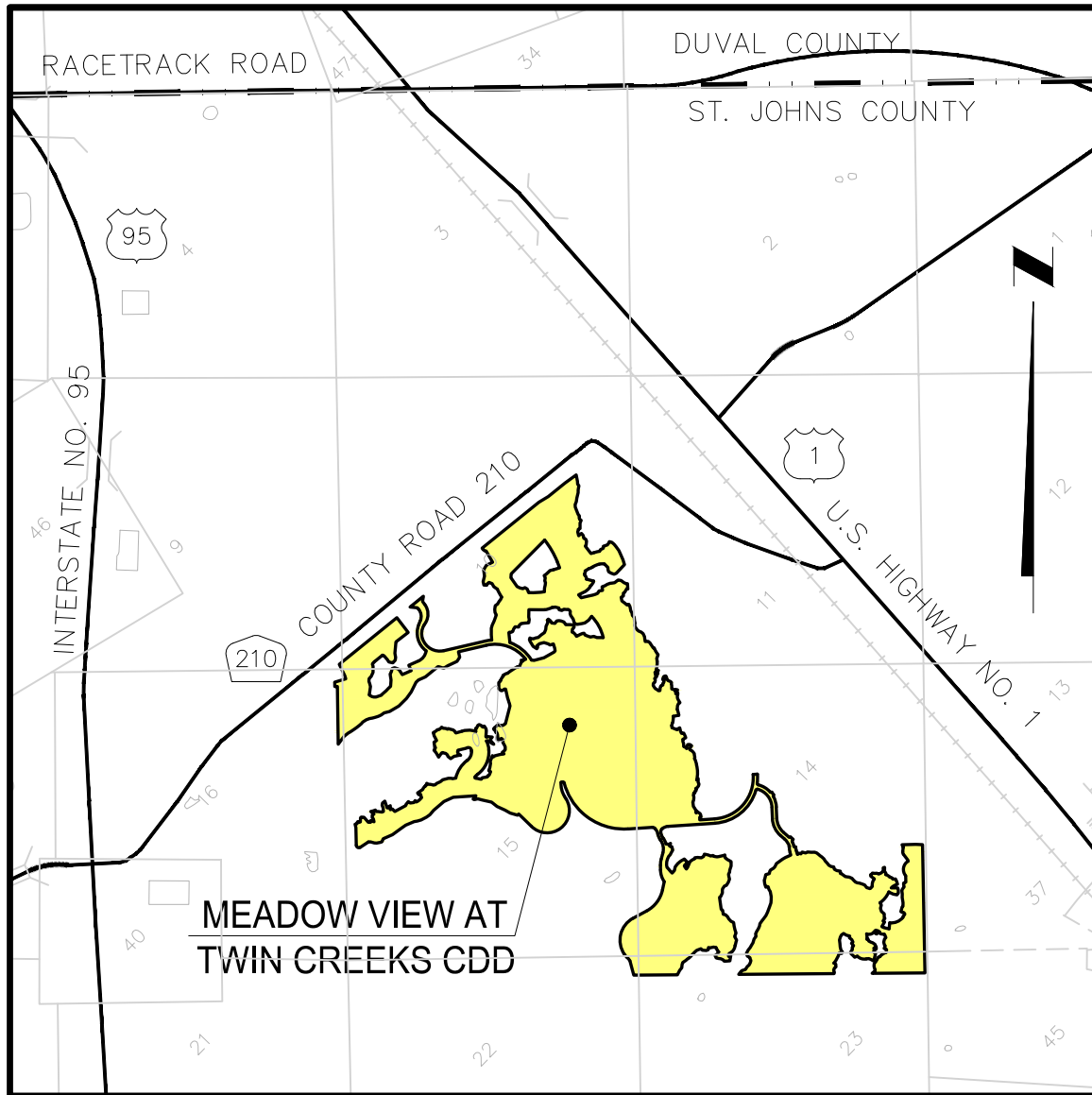
14775 Old St. Augustine Rd., Jacksonville, FL 32258
Reg No: 2584

Lockwoods@etminc.com

(904) 265-3163

Notes:

1. This document is prepared in for use by the Meadow View at Twin Creeks Community Development District, St. Johns County Florida and it is not intended for any other agency or third party use.
2. This document has been Digitally signed and sealed, printed copies of this document are not considered signed and sealed and must be verified on digital copies



LOCATION MAP

N.T.S.



VISION - EXPERIENCE - RESULTS
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258
TEL: (904) 642-8990, FAX: (904) 646-9485
CA - 00002584 LC - 0000316

LOCATION MAP

**MEADOW VIEW AT TWIN CREEKS
FOR MEADOW VIEW AT TWIN CREEKS CDD
ST. JOHNS COUNTY, FLORIDA**

ETM NO. 17-348

DRAWN BY: S. Lockwood

DATE: 6-9-22

DRAWING NO. 1

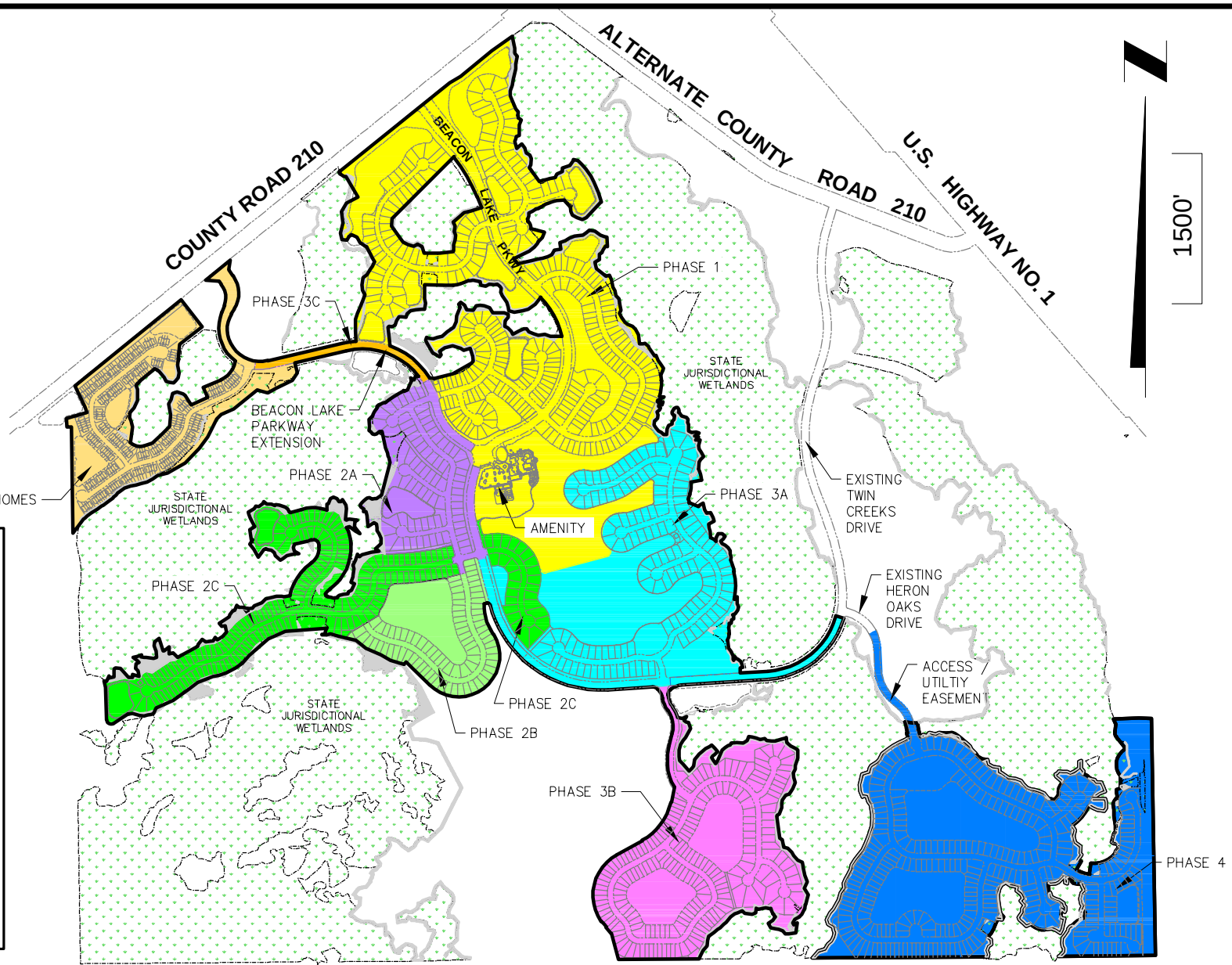
LEGEND

- PHASE 1 / AMENITY
- PHASE 2A
- PHASE 2C
- PHASE 2B
- PHASE 3A
- PHASE 3B
- PHASE 3C
- PHASE 4
- TOWNHOMES

Lot Table

Phase	Total
Phase 1	302
Phase 2 A	75
Phase 2 C	191
Phase 2B	79
Townhomes	196
Phase 3A	134
Phase 3B	200
Phase 4	299

Lots counts subject to adjustment upon final engineering



ETM
 VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 CA — 00002584 LC — 0000316

MASTER PROJECT SITE MAP

BEACON LAKE
FOR MEADOW VIEW AT TWIN CREEKS CDD
ST. JOHNS COUNTY, FLORIDA

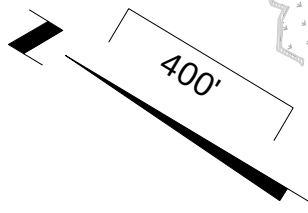
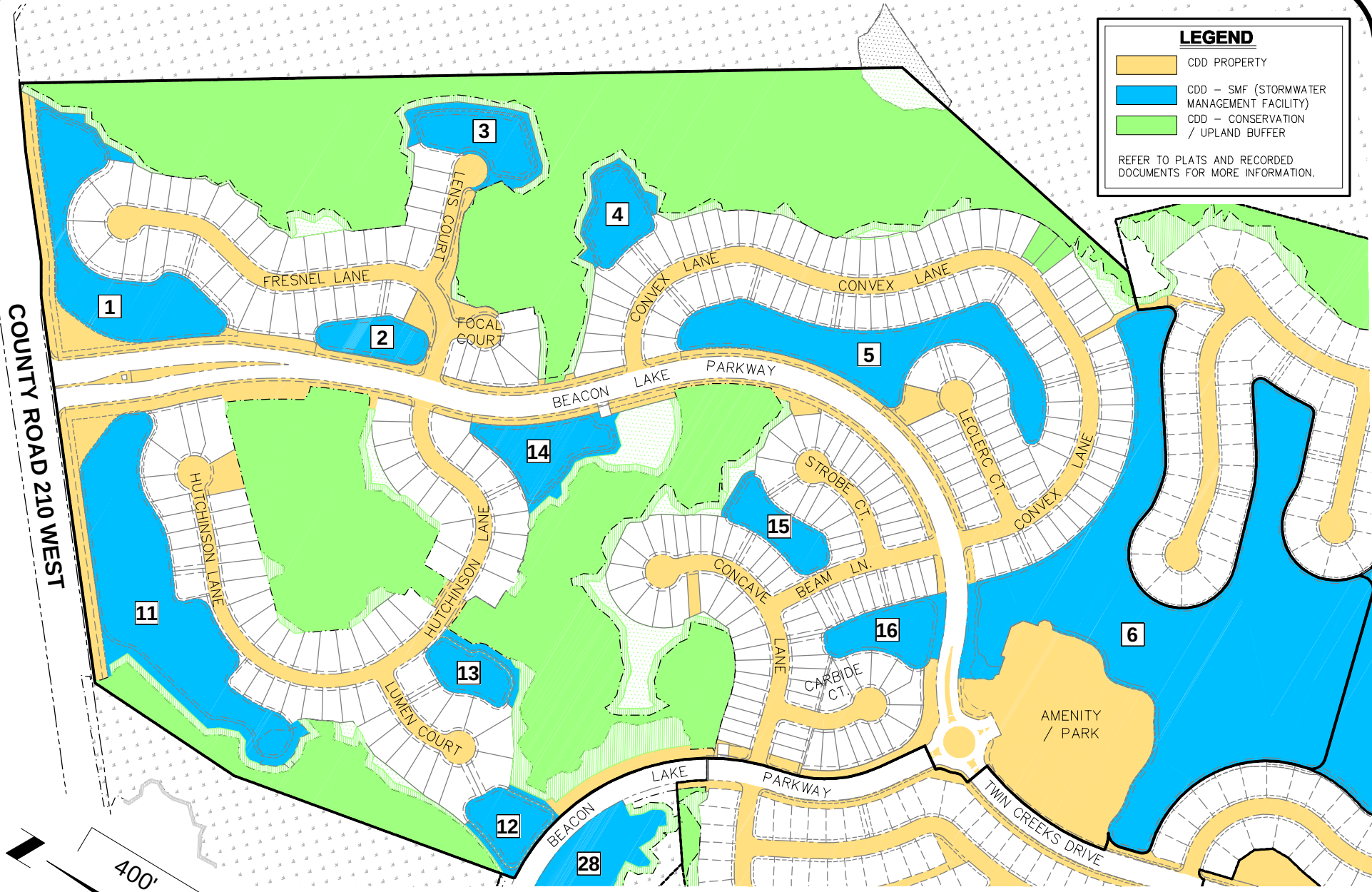
ETM NO. 17-348
DRAWN BY: S. Lockwood
DATE: 3-16-23
DRAWING NO. 1

COUNTY ROAD 210 WEST

LEGEND

- CDD PROPERTY
- CDD - SMF (STORMWATER MANAGEMENT FACILITY)
- CDD - CONSERVATION / UPLAND BUFFER

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.



**BEACON LAKE PHASE I
FOR MEADOW VIEW AT TWIN CREEKS CDD**

ETM
VISION • EXPERIENCE • RESULTS

England, Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

SMF 6

ETM
VISION • EXPERIENCE • RESULTS

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

LEGEND

- IRRIGATED AREAS
 - SMF (STORMWATER MANAGEMENT FACILITY)
- REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.

100'

SMF 6

BEACON LAKE PARKWAY

**BEACON LAKE AMENITY CENTER
FOR MEADOW VIEW AT TWIN CREEKS CDD**

6-28-23

COUNTY ROAD 210 WEST

TAMAR COURT

10A

10

BEACON
LAKE
PARKWAY

WAY

CHARLIE

LEGEND

-  CDD PROPERTY
-  CDD - SMF (STORMWATER MANAGEMENT FACILITY)
-  CDD - CONSERVATION / UPLAND BUFFER

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.

**BEACON LAKE TOWNHOMES
FOR MEADOW VIEW AT TWIN CREEKS CDD**

ETM
VISION • EXPERIENCE • RESULTS

England • Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

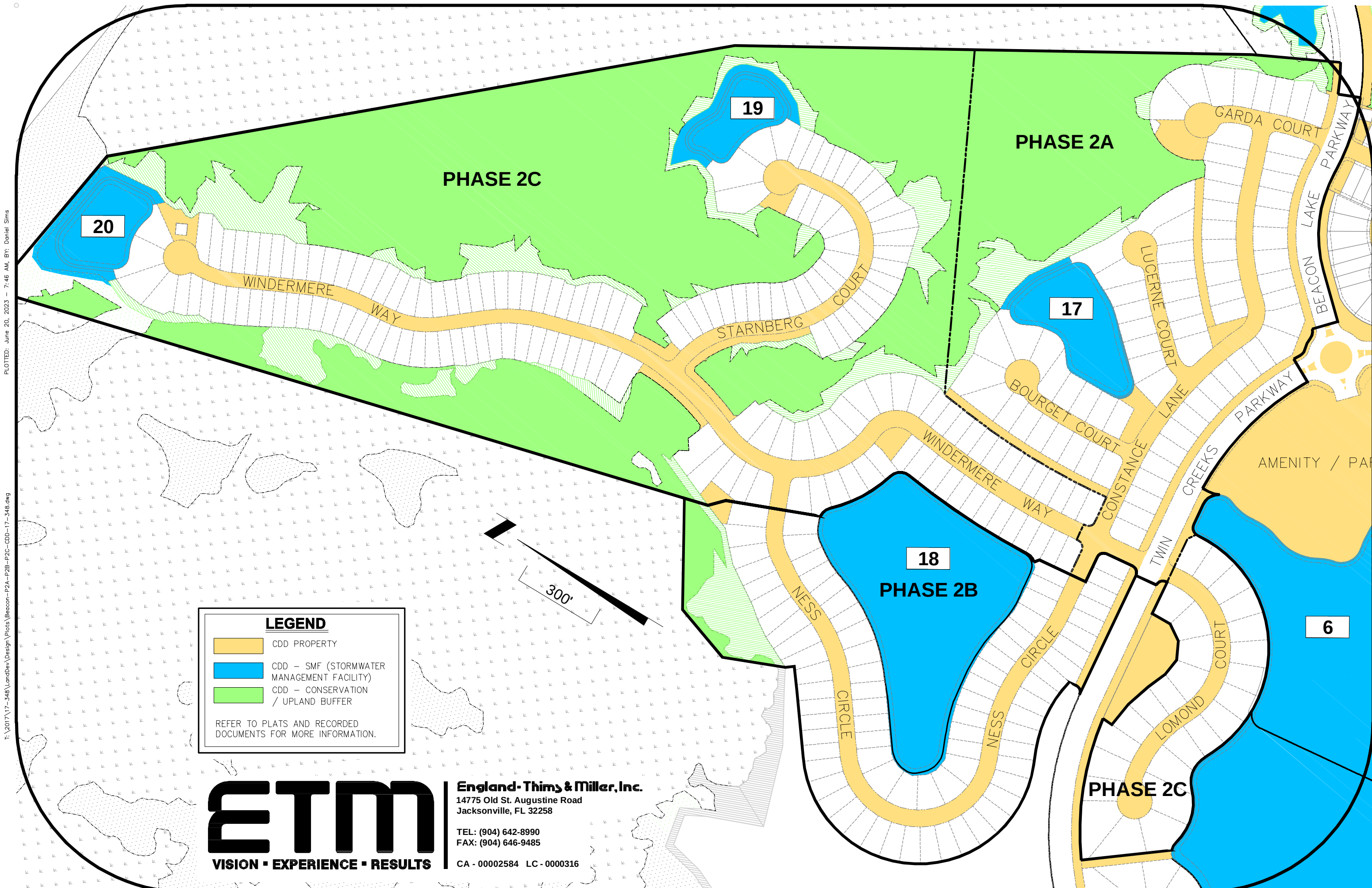
TEL: (904) 642-8990
FAX: (904) 646-9485

CA - 00002584 LC - 0000316

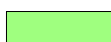
2-21-23

PLOTTED: June 20, 2023 - 7:46 AM, BY: Daniel Sims

T: 2017\17-348\LandDev\Design\Plots\Beacon-P2A-P2B-P2C-CDD-17-348.dwg



LEGEND

-  CDD PROPERTY
-  CDD - SMF (STORMWATER MANAGEMENT FACILITY)
-  CDD - CONSERVATION / UPLAND BUFFER

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.

ETM
VISION • EXPERIENCE • RESULTS

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258

TEL: (904) 642-8990
FAX: (904) 646-9485

CA - 00002584 LC - 0000316



England • Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

LEGEND

-  CDD PROPERTY
-  CDD - SMF (STORMWATER MANAGEMENT FACILITY)
-  CDD - CONSERVATION / UPLAND BUFFER

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.



400'

**BEACON LAKE PHASE 3A
FOR MEADOW VIEW AT
TWIN CREEKS CDD**

2-21-23

**BEACON LAKE LAKESIDE
AND COMMUNITY PARK
FOR MEADOW VIEW AT
TWIN CREEKS CDD**

SMF 06

**LAKESIDE
PARK**

LOOSESTRIFE WAY

HORSETAIL COURT

CUTGRASS LANE

**COMMUNITY PARK &
MULTI-USE FIELD**

TWIN CREEKS DRIVE

100'

LEGEND

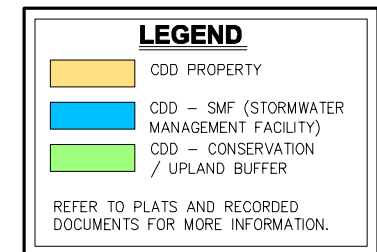
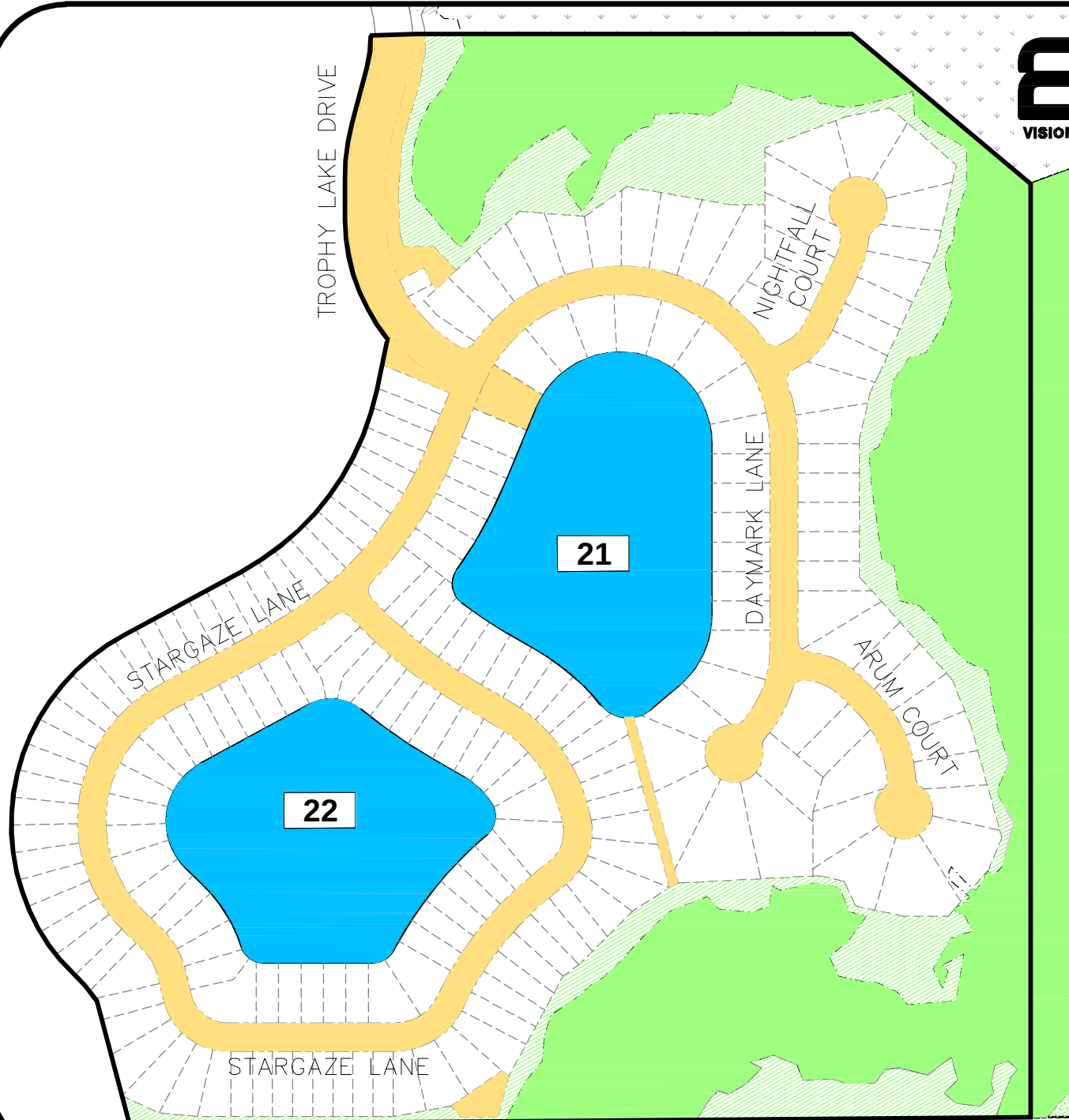
-  CDD PROPERTY
-  CDD - SMF (STORMWATER MANAGEMENT FACILITY)
-  CDD - CONSERVATION / UPLAND BUFFER

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.

ETM
VISION • EXPERIENCE • RESULTS

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-8990
FAX: (904) 646-9485
CA - 00002584 LC - 0000316

06-23-2023



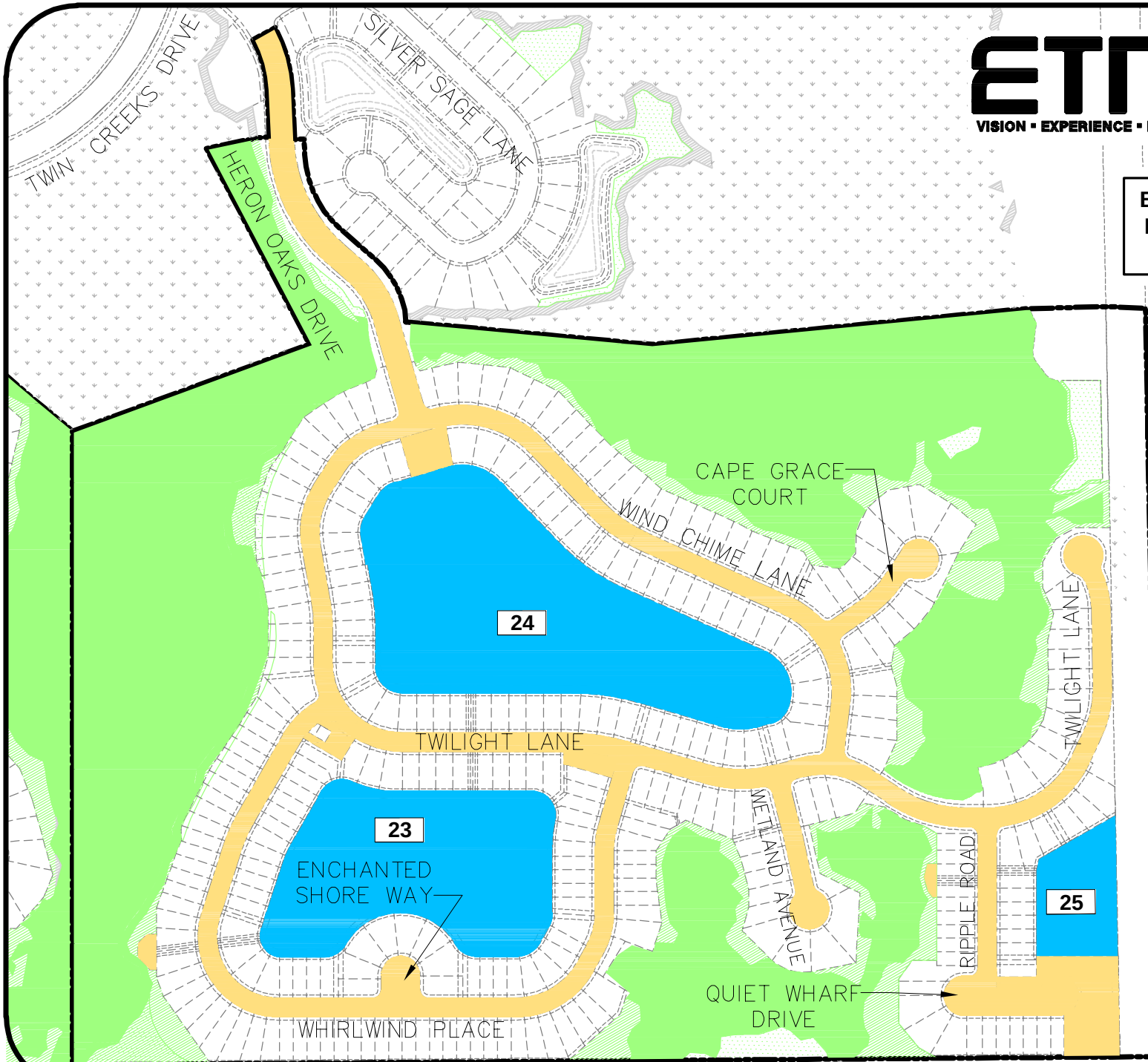
**BEACON LAKE PHASE 3B
FOR MEADOW VIEW AT
TWIN CREEKS CDD**

BEACON LAKE PHASE 4 FOR MEADOW VIEW AT TWIN CREEKS CDD

LEGEND

- CDD PROPERTY
- CDD - SMF (STORMWATER MANAGEMENT FACILITY)
- CDD - CONSERVATION / UPLAND BUFFER

REFER TO PLATS AND RECORDED DOCUMENTS FOR MORE INFORMATION.



L. GENERAL INFORMATION:

This Annual Report is prepared in general compliance with Section 9.21 of the Master Trust Indenture for the Meadow View at Twin Creeks Community Development District (“CDD” or the “District”). ETM (England, Thims & Miller, Inc) performed a site review during May 2026. Based on this limited field review, we found that the CDD owned facilities generally appeared to be in good condition and appeared to be well maintained and operational at the time of our site visit. It should be noted that because this report is based on limited field review only, it is not intended to be exhaustive or comprehensive, but only an annual review of the District owned, and operated facilities, to verify if these facilities appeared to be well maintained and in good condition. Currently at the time of this report, the District owns and maintains improvements within Beacon Lake Phases I, 2A, 2B, 2C, 3A, 3B, 4, Beacon Lake Townhomes (refer to maps and exhibits for areas owned and maintained by the CDD).

M. PROJECT BACKGROUND:

The Meadow View at Twin Creeks CDD is located in St. Johns County, Florida (“County”), south of County Road 210 and east of Philips Highway (US No 1). The overall project is approximately 630.22 acres+/- and the land within the District is wholly located within the Meadow View at Twin Creeks PUD – St. Johns County Ordinance No. 2014-21 (the “Development”). The authorized land uses within the District allows for residential development as well as open space and recreational amenities. The Meadow View at Twin Creeks PUD approval provides for the development of 1280 single family lots and 196 Townhome lots, an amenity center as well as neighborhood, and community parks.

N. PUBLIC AGENCY OWNERSHIP:

The following improvements are currently owned and maintained by other Public Agencies as follows:

- A. Offsite turn lane and roads within County Road 210 are owned and maintained by St. Johns County.
- B. The onsite and offsite potable water distribution system, water distribution system, sanitary sewer collection system within public right of ways and utility easements are owned and maintained by St. Johns County Utility Department (SJCUD).
- C. Electric facilities within public right of ways and power line easements are owned and maintained by the Florida Power and Light (FPL).
- D. The following onsite and offsite utilities located within the public rights of way are owned and maintained by the following entities. Gas mains are owned and maintained by TECO gas, Fiber optic cables are owned and maintained by either AT&T or Comcast.
- E. The onsite and offsite reuse system with exception of reuse within Beacon Lake Phase 4, at the time of this report, is owned and maintained by the CDD. St. Johns County Utility Department (SJCUD) and the Jacksonville Electric Authority (JEA) are working on an agreement to supply reuse to the project. The exact timeframe and associated conditions have yet to be determined. The Reuse within Beacon Lake Phase 4 has been turned over to St. Johns County Utility Department for operation and maintenance.

O. ENTRY FEATURES, SIGNAGE AND ASSOCIATED LANDSCAPING:

The District owned improvements include a large entry monument with project signage, and associated landscaping. The entry monument is located within Beacon Lake Parkway within a median near the intersection with County Road 210 and Beacon Lake Parkway (project entrance). The project improvements also include landscaping along County Road 210 right of way near the project entrance on both sides of Beacon Lake Parkway. Based on limited field review, these improvements appeared to be in good condition and appeared to be well maintained. Therefore, we recommend ongoing maintenance, as may be required throughout the year.

P. AMENITY CENTER (LAKE HOUSE) AND RECREATIONAL FACILITIES:

The District owned recreational improvements for this project include an Amenity Center (Lake House) with associated parking areas, an indoor fitness area with workout equipment, indoor eating and meeting areas, outdoor seating areas, restroom facilities, adult pool, kid pool with splash equipment, fire pit with seating area, tennis courts, pickleball courts, multiuse fields, fenced play scape area, detailed landscaping, lighting and a floating dock within Storm Water Management Facility Number 6. Based on limited field review on the date(s) specified in Section G, these improvements appeared to be well maintained and in good condition. Therefore, we recommend ongoing maintenance as may be required throughout the year.

Q. NEIGHBORHOOD PARKS / POCKETS PARKS WITH ASSOCIATED LANDSCAPING:

The District owned improvements include numerous small, grassed pocket parks some with recreational equipment and some with grass and landscaping only. There is also a large park within Parcel 3A called Lakeside Park as well as a community park with multiuse fields (5.0 acres+/-), a sports court and parking area. These areas are located throughout the project. Based on limited field review for the dates specified in this report (see section G), these improvements appeared to be in good condition and appeared to be well maintained. Therefore, we recommend ongoing maintenance, as may be required throughout the year.

R. BEACON LAKE PARKWAY / TWIN CREEKS DRIVE:

Beacon Lake Parkway and Twin Creeks Drive are owned and maintained by St. Johns County. However, St. Johns County requires a 26-month maintenance bond which is still ongoing. Therefore, the CDD is still responsible for maintaining these roadways. Moreover, the District owns and maintains all of the landscaping and the landscape islands, including a roundabout within Beacon Lake Parkway near the Amenity Center. Finally, based on limited field review, these improvements appeared to be in good condition and appeared to be well maintained. Therefore, we recommend ongoing maintenance, as may be required throughout the year. Currently there is a plan to place the second lift of pavement for the areas where only one lift of pavement is installed. There are repairs that are required by St. Johns County prior to placement of the second lift. It is our understanding that these repairs will begin fairly soon and once the repairs are made that the 2nd lift of asphalt will be installed.

S. ROAD RIGHT OF WAYS AND ASSOCIATED LANDSCAPING:

The District owned facilities include numerous road right of ways within Beacon Lake Project with exception of roads listed in Section M above. The District owns and maintains all of these roadways along with the associated landscape as well other elements such as landscape islands, brick pavers, hardscape, curb, gutter, pavement, signage, lighting, and landscape features. Based on limited field review on the date(s) specified in this report (see section G) these road rights of way and other features generally appeared to be in good condition and well maintained. Furthermore, the striping along many of these roadways (especially Beacon Lake Parkway) has aged and/or not have been replaced after the second lift was installed. We recommend placing this striping as soon as possible. Finally, in order to maintain the roadway system and common area landscaping in good condition, we recommend ongoing maintenance, as may be required throughout the year to ensure that the elements are functioning properly. Furthermore, we recommend that monies be set aside to replace, repair or resurface these roadways as may be required after a number of years. Currently there is a plan to place the second lift of pavement for the areas where only one lift of pavement is installed. There are repairs that are required by St. Johns County prior to placement of the second lift. It is our understanding that these repairs will begin fairly soon and once the repairs are made that the 2nd lift of asphalt will be installed.

T. STORM WATER MANAGEMENT FACILITIES:

The District owned improvements include numerous Storm Water Management Facilities (SMFs). Most of the SMFs in Beacon Lake Phase 1 are interconnected via storm water pipes throughout the project. There are a number of SMFs within Beacon Lake Phase Townhomes, 2A, 2B, 2C, 3A, 3B, and 4. All of the SMFs are used for storage, attenuation and treatment of storm water throughout the project. There are numerous control structures for these SMFs located throughout the project. These control structures attenuate flow and set normal water levels for the SMFs. In general, we recommend ongoing maintenance to control structure weirs and attention to SMF water levels.

Based on this limited field review on the date(s) specified in Section G, the SMFs and associated control structures generally appeared to be in good condition and functioning properly. However, the SMF 20 control structure (refer to photos in this report) contains waste and debris and will need to be cleaned and maintained to stay within permit compliance with the St. Johns Water Management District. Moreover, SMFs 3 & 13 in Phase 1, SMF 20 in Phase 2C, SMFs 21 & 22 in Phase 3B, and SMF 25 in Phase 4, have some erosion that will need to be addressed by the CDD as soon as possible (refer to photos in this report).

In general, the storm water system appeared to be in good condition and functioning as designed. Furthermore, we recommend ongoing maintenance for the storm water management facilities as may be required throughout the year to ensure that this system is functioning properly.

U. CONSERVATION / PRESERVATION AREAS:

The District owned conservation areas / preservation areas throughout the project. These areas are lands that were required to be preserved by various agencies, including but not limited to the Army Corps of Engineers, the St. Johns River Water Management District, and St. Johns County. These areas are natural with many trees and heavy overgrowth; therefore, these areas were not reviewed. However, we recommend ongoing maintenance and removal of trees that are dead or dying or trees as may be required over time.

V. LONG TERM MAINTENANCE:

In general, based on limited field review on the date(s) specified in Section J, it appears that the District owned facilities are well maintained and generally in good condition. However, it should also be noted that our field review was not exhaustive or comprehensive. As a Civil Engineering Consultant Firm, we do not have expertise in the maintenance and operation of recreational facilities as well as the other CDD owned and operated facilities. Therefore, we recommend that the District Manager and the CDD Board consult to determine the best approach to operate and maintain these facilities. Moreover, it should be anticipated that over the life of these facilities, items such as, but not limited to: roofing, pavement, curb, gutter, striping, signage, sidewalks, recreational equipment, etc. will need to be either repaired or replaced over time. Therefore, we recommend that the District Manager and the CDD Board set aside monies or look for alternative sources of capital, such as refinancing bonds and / or issuing new long-term bonds, as may be needed over the life of the project for maintenance, repair and or replacement of these facilities over time as may be required. The appropriate amount of money should be determined by the District Manager and the CDD Board, as soon as possible, so that each year a fund is established for this purpose. Furthermore, as a Civil Engineering Consultant Firm, we do not have the expertise to advise the CDD Board about the appropriate amount of insurance coverage or the insurance rates that should be paid. Therefore, we recommend the District Manager and the CDD Board work with an insurance company or some other insurance expert to determine the appropriate coverage and rates that will work for this project. Finally, we recommend ongoing maintenance as may be required throughout the year to ensure that the District owned facilities, equipment, etc. are functioning properly.

W. PUBLIC FACILITIES:

Pursuant to Florida Statutes Chapter 189.08 (F.A.C), Each independent special district shall submit to each local general-purpose government in which it is located the public facilities report and an annual notice of any changes. This report shall include each public facility and its current capacity.

Storm Water Management Facilities

All of the project Storm Water Management Facilities (Smfs) which have been constructed and are shown on the Site Map included in this report, serve to provide treatment and attenuation for the entire project and operate at the capacity required by the St. Johns River Water Management District. Furthermore, no replacements or expansions are anticipated in the next seven years.

Entry Feature (Beacon Lake Parkway at County Road 210)

This Entry Feature (Clock Tower and signage) has been constructed and as of the date of this report there are no expansions or replacements anticipated in the next seven years.

Parks and Landscape / Irrigation (scattered throughout project)

Most of the Pocket Parks, Community Park and Lakeside Park, Landscape Areas and Irrigation for this project have been constructed and are operational. Ongoing maintenance is required and typically plants may be replaced as required on an ongoing basis.

Amenity Center

The Amenity Center has a number of facilities listed below. This Amenity Center has been constructed and is operational. As of the date of this report there are no expansions or replacements of facilities anticipated in the next seven years.

The Amenity Center generally consists of the following improvements:

- Clubhouse, Social room, Kitchen facilities, Office Management Area
- Lap Pool and Fun Pool (recreational)
- Fitness Center
- Playground Area
- Kayak Launch and storage areas
- Tennis Courts
- Parking Lot, Sidewalk / walking path
- Landscape, Lighting, and Irrigation

Maximum Occupancy as provided by the Vesta (Amenity Managers) are as follows:

Social room (clubhouse)		50 people
Fitness Area:		30 people
Lap Pool	Maximum Bathing Load	156 people
Kids Pool	Maximum Bathing Load	54 people
Enclosed decks and Pool Area	Maximum Capacity	525 people

X. PROJECT PHOTOGRAPHS



Beacon Lake – Aerial (By Aerial Innovations) (05-15-2025)



Beacon Lake Townhomes – Aerial (By Aerial Innovations) (05-15-2025)

BEACON LAKE COMMUNITY DEVELOPMENT DISTRICT - 2026



Beacon Lake – Aerial (By Aerial Innovations) (05-15-2025)



Beacon Lake Phase 1 – Aerial (By Aerial Innovations) (05-15-2025)

BEACON LAKE COMMUNITY DEVELOPMENT DISTRICT - 2026



Beacon Lake Phase 3B – Aerial (By Aerial Innovations) (05-15-2025)



Beacon Lake Phase 4 – Aerial (By Aerial Innovations) (05-15-2025)

BEACON LAKE COMMUNITY DEVELOPMENT DISTRICT - 2026



Beacon Lake Phase 2 – Aerial (By Aerial Innovations) (05-15-2025)



Beacon Lake Parkway at County Road 210 (Primary Project Entrance) (5-21-2026)



Beacon Lake Parkway - Main Entrance - Clock Tower (Primary Project Entrance) (05-21-2026)



Beacon Lake Townhomes – “Harborside” (Primary Entrance and Exit) (05-21-2026)



Beacon Lake Phase 3A – “The Landing” (Primary Entrance and Exit) (05-21-2026)



“Lake House” – Beacon Lake Amenity Center (05-21-2026)



"Lake House" – Charlotte (05-21-2026)



"Lake House" – Amenities (05-21-2026)



"Lake House" Splash Park (05-21-2026)



"Lake House" Pool (5-21-2026)



"Lake House" Gazebo (5-21-2026)



"Lake House" Fitness Center (05-29-2026)

BEACON LAKE COMMUNITY DEVELOPMENT DISTRICT - 2026



“Lake House” Lounge and Kitchen Area (05-29-2026)



“Lake House” – Beacon Lake Amenity Center (05-21-2026)



"Lake House" – Kayak Launch into Storm Water Management Facility 6 (05-21-2026)



"Lake House" – Beach Area (05-21-2026)



“Lake House” – Tennis Courts (05-21-2026)



“Lake House” – Pickleball Courts (05-29-2026)



"Lake House" – Sports Field (05-21-2026)



"Lake House" – Dog Park (05-29-2026)



“Lake House” – Food Truck, Event Space (05-21-2026)



Beacon Lake Parkway Roundabout at Twin Creeks Drive (05-29-2026)



Beacon Lake Phase 3A Lakeside Park (05-29-2026)



Beacon Lake Phase 3A Lakeside Park – Shipwreck Children's Playground (05-21-2026)



Beacon Lake Phase 3A Lakeside Park – Volleyball Courts (05-29-2026)



Beacon Lake Phase 3A Lakeside Park – Fire Pit (05-29-2026)



Beacon Lake Phase 3A Lakeside Park – Kayak Launch (05-29-2026)



Beacon Lake Phase 3A – Community Park along Twin Creeks Drive (05-21-2026)



Beacon Lake Phase 1 – Hutchinson Lane Park (05-21-2026)



Beacon Lake Townhomes – Park at the end of Tamar Court (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 3 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 3 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 1 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 2 (05-29-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 13 (05-21-2026)



Beacon Lake Phase 1 – SMF 13 Washout/Erosion (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 12 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 11 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 14 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 4 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 5 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 15 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 16 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 6 (05-21-2026)



"Lake House" – Event Lawn (05-21-2026)



"Lake House" – Playground (05-21-2026)



Beacon Lake Phase 2B – Storm Water Management Facility 18 (05-21-2026)



Beacon Lake Phase 2C – Storm Water Management Facility 19 (05-21-2026)



Beacon Lake Phase 2C – Storm Water Management Facility 20 (05-21-2026)



Beacon Lake Phase 2C – Storm Water Management Facility 20 (05-21-2026)



Windermere Way Lift Station (05-21-2026)



Beacon Lake Phase 2A – Storm Water Management Facility 17 (05-21-2026)



Beacon Lake Phase 2A – Storm Water Management Facility 17 (05-21-2026)



Beacon Lake Phase 1 – Storm Water Management Facility 6 (05-29-2026)



Loosestrife Way Lift Station (05-21-2026)



Beacon Lake Phase 4 – Entrance (05-21-2026)



Beacon Lake Phase 4 – Storm Water Management Facility 25 (05-21-2026)



Beacon Lake Phase 4 – Quiet Wharf Drive Park (05-21-2026)



Beacon Lake Phase 4 – Storm Water Management Facility 24 (05-21-2026)



Beacon Lake Phase 4 – SMF 24 Easement Inaccessible due to Fencing (05-21-2026)



Beacon Lake Phase 4 – SMF 24 Easement Inaccessible due to Fencing (05-21-2026)



Beacon Lake Phase 4 – SMF 24 Easement Inaccessible due to Fencing (05-21-2026)



Beacon Lake Phase 4 – Storm Water Management Facility 23 (05-21-2026)



Whirlwind Place Lift Station (05-21-2026)



Trophy Lake Drive Lift Station (05-21-2026)



Beacon Lake Phase 3B – Storm Water Management Facility 21 (05-21-2026)



Beacon Lake Phase 3B – Storm Water Management Facility 22 (05-21-2026)



Beacon Lake Phase 3B – Storm Water Management Facility 22 (05-21-2026)



Beacon Lake Townhomes – Storm Water Management Facility 10 (05-21-2026)



Beacon Lake Townhomes – Storm Water Management Facility 10A (05-21-2026)



Beacon Lake Phase 4 – SMF 25 Control Structure (05-21-2026)



Beacon Lake Phase 4 – SMF 23 Control Structure (05-21-2026)



Beacon Lake Phase 3B – SMF 22 Control Structure (05-21-2026)



Beacon Lake Phase 3A – SMF 6 Outflow Structure (05-21-2026)



Beacon Lake Phase 2C – SMF 20 Control Structure (05-21-2026)



Beacon Lake Phase 2C – Erosion & Disturbance on SMF 20 Bank, Tire Marks Visible (05-21-2026)



Beacon Lake Phase 2C – SMF 20 Waste & Debris in Control Structure (05-21-2026)



Beacon Lake Phase 2C – SMF 20 Easement Inaccessible due to Fencing (05-21-2026)



Beacon Lake Phase 2C – SMF 19 Control Structure (05-21-2026)



Beacon Lake Phase 2B – SMF 18 Control Structure (05-21-2026)



Beacon Lake Phase 2B – SMF 18 Easement Inaccessible due to Fencing (05-21-2026)



Beacon Lake Phase 2A – SMF 17 Control Structure (05-29-2026)



Beacon Lake Phase 1 – SMF 12 and 28 Control Structure (05-21-2026)



Beacon Lake Townhomes – SMF 10 Control Structure (05-21-2026)



Beacon Lake Phase 1 – SMF 4 Control Structure (05-21-2026)



Beacon Lake Phase 1 – SMF 4 Spillway and Control Structure (05-21-2026)



Beacon Lake Phase 4 – Cross drains on Heron Oaks Drive (05-29-2026)



Beacon Lake Phase 2C – Cross drain on Windermere Way (05-29-2026)

D.

1.

NOTICE OF MEETINGS
MEADOW VIEW AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Meadow View at Twin Creeks Community Development District will hold their regularly scheduled public meetings for **Fiscal Year 2027** at the Lake House at Beacon Lake located at 850 Beacon Lake Parkway, St. Augustine, Florida 32095 at 10:00 a.m. on the third Thursday of each month listed (unless notated otherwise*) as follows:

October 15, 2026 at 6:00 p.m.
November 19, 2026
December 17, 2026
January 21, 2027 at 6:00 p.m.
February 18, 2027
March 18, 2027
April 15, 2027 at 6:00 p.m.
May 20, 2027
June 17, 2027
July 15, 2027 at 6:00 p.m.
August 19, 2027
September 16, 2027

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850, or by visiting the District's website at www.MeadowViewatTwinCreeksCDD.com.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Matt Biagetti
District Manager

2.

Meadow View at Twin Creeks Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Meadow View at Twin Creeks Community Development District

District Manager:_____

Date:_____

Print Name:_____

Meadow View at Twin Creeks Community Development District

FIFTH ORDER OF BUSINESS



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

July 30, 2026

Board of Supervisors
Meadow View at Twin Creeks Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Meadow View at Twin Creeks Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2026. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Meadow View at Twin Creeks Community Development District as of and for the fiscal year ended September 30, 2026. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2026 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements. We will also issue a management letter as required by Chapter 10.550, Rules of the Auditor General of the State of Florida. As part of our audit, we will apply financial condition assessment procedures pursuant to Section 218.39(5), Florida Statutes, and Rule 10.556(8), Rules of the Auditor General, and will report, as applicable, whether the District met any of the conditions described in Section 218.503(1), Florida Statutes.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-NF LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092, TELEPHONE: 904-940-5850.

Our fee for these services will not exceed \$7,800 for the September 30, 2026 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2025 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Meadow View at Twin Creeks Community Development District and believe this letter accurately summarizes the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Meadow View at Twin Creeks Community Development District.

By: _____

Title: _____

Date: _____



November 18, 2025

Antonio Grau
Grau & Associates
1001 W. Yamato Road, Suite 301
Boca Raton, FL 33431-4403

Dear Antonio Grau:

It is my pleasure to notify you that on November 18, 2025, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2028. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
850.224.2727, x5957

cc: Daniel Hevia, David Caplivski

Firm Number: 900004390114

Review Number: 616829

SIXTH ORDER OF BUSINESS

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meadow View at Twin Creeks Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT:

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

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

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of August, 2026.

ATTEST:

**MEADOW VIEW AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

RULES OF PROCEDURE

COMMUNITY DEVELOPMENT DISTRICT

RULE NO.

EFFECTIVE AS OF _____, 2026

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.	22 <u>29</u>
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.	27 <u>34</u>
Rule 3.2	Procedure Regarding Auditor Selection.	31 <u>38</u>
Rule 3.3	Purchase of Insurance.	35 <u>42</u>
Rule 3.4	Pre-qualification.....	37 <u>44</u>
Rule 3.5	Construction Contracts, Not Design-Build.	42 <u>49</u>
Rule 3.6	Construction Contracts, Design-Build.	46 <u>54</u>
Rule 3.7	Payment and Performance Bonds.	51 <u>59</u>
Rule 3.8	Goods, Supplies, and Materials.	52 <u>60</u>
Rule 3.9	Maintenance Services.	56 <u>64</u>
Rule 3.10	Contractual Services.	59 <u>68</u>
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	60 <u>69</u>
Rule 4.0	Effective Date.	63 <u>72</u>

Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation ~~in~~within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and ~~Committees~~committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
- (67) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

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

Law Implemented: §§ 112.3143, 190.006, 190.007, [286.012](#), Fla. Stat.

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but ~~no~~not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation ~~in~~within the county or counties in which the District ~~and~~is located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published ~~in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week~~as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

- (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”
- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days prior to such meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ~~any~~ ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public ~~comment~~ comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures

Supervisor's requests and comments

~~Public comment~~

Adjournment

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

- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and

posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

~~(1)~~ (1) Internal Controls. The District shall establish and maintain internal controls designed to:

~~(a)~~ (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

~~(b)~~ (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

~~(c)~~ (d) Support economical and efficient operations; and

~~(d)~~ (e) Ensure reliability of financial records and reports; and

~~(e)~~ (f) Safeguard assets.

~~(2)~~ (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of ~~notice~~ Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (~~“Rule”~~). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.
- (3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs (“SERC”) based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of \$200,000 in the aggregate in the state within one (1) year after implementation of the rule.
- (24) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a ~~Rule~~rule, the District shall provide notice of the development of a proposed rule ~~by publication of a~~ (“Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a—”) setting forth the following:

- (i) the subject area to be addressed by rule development;
- (ii) A short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule;
- (iii) The grant of rulemaking authority for the proposed rule;
- (iv) The law being implemented;
- (v) The proposed rule number; and

~~, and include~~ (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available of such rule or documents.

- (b) ~~All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.~~ The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

~~(35)~~ Notice of ~~Proceedings and Proposed Rules~~Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall ~~give~~provide notice of its intended action; (the “Notice of Rulemaking”) ~~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 the following:
- (i) A short, plain explanation of the purpose and effect of the proposed rule;

- (ii) The proposed rule number;
- (iii) A summary of the proposed rule or amendment;
- (v) The grant of rulemaking authority for the proposed rule;
- (vi) The law being implemented or interpreted;
- (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, ~~and a that~~ describes the regulatory impact of the rule in readable language;
- (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (x) 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~~;
- (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
- (xii) A reference to both the date on which and the place where the Notice of Rule Development required by ~~section (2)~~Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

- (b) The ~~notice~~Notice of Rulemaking shall be published in a newspaper of general circulation ~~in within~~ the ~~District and each~~ county or counties in which the District is located ~~not less than~~at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least 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~~ If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of ~~notice~~the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- ~~(c)~~ (c) The ~~notice~~Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days ~~prior to such mailing~~before publication of the notice, 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~~of the District's rulemaking proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
- (i) Prior to rule adoption, the District shall publish a notice of correction ("Notice of Correction") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located,

and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(48) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must ~~either~~ conduct a rule development workshop prior to proposing rules for adoption ~~or for the purposes of rule development or information gathering for the preparation of the SERC, unless~~ the Chairperson ~~must explain~~ ~~in~~ explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (5a) ~~Petitions to Initiate Rulemaking~~—All Petitions to Initiate Rulemaking ~~proceedings~~ Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. ~~Not later than sixty (60) calendar~~ District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the ~~Board~~District shall either i) initiate rulemaking proceedings~~or, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.~~

(c) 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~~unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the policy~~proposed rule~~ on a case-by-case basis, as contrasted with its formal adoption as a rule. ~~However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.~~

~~(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:~~

(i) If the District elects to hold a public hearing, notice of the public hearing (“**Notice of Rulemaking Petition Public Hearing**”) shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

~~(a) The text of the proposed rule, or any amendment or repeal of any existing rules;~~

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

~~(b) A detailed written statement of the facts and circumstances justifying the proposed rule;~~

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

~~(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and~~

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the

unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(~~d~~10) ~~The published notice~~Public Hearing.

(~~7~~a) ~~Hearing.~~—The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the ~~notice described in section (3) of this Rule~~Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. ~~The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule.~~ 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.

(b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

(~~8~~a) ~~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, or if the Legislature authorizes the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of to adopt 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.~~

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “Notice of Emergency Rule”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

(i) The full text of the rule(s); and

(ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “Notice of Renewal of Emergency Rule”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.
- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (912) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation ~~in~~ within the county or counties in which the District is located.
- (4013) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. ~~The record~~ (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, if applicable:
 - (a) ~~The texts~~ A copy of the ~~proposed rule and the adopted~~ rule;
 - (b) ~~All notices given for a proposed~~ Any material incorporated by reference in the rule;

- (c) ~~Any~~A detailed written statement of ~~estimated regulatory costs for the~~facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (~~d~~e) A ~~written summary of hearings, if any, on~~statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
- (e) ~~All written comments received by the District and responses to those written comments; and~~
- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (~~f~~g) ~~All notices and findings pertaining to~~If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(~~11~~14) Petitions to Challenge ~~Existing~~ Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) ~~Within 30 days after~~At the hearing, the ~~hearing officer shall render a decision and state the reasons therefor in writing.~~ petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. ~~The~~ For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, 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~~ During the hearing, the hearing officer may:
- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) ~~The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

(f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

~~(1215)~~ 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:

- (a) 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 the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District ~~Rule~~rule may file a petition with the District, requesting a variance or waiver from the District’s ~~Rule~~rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by ~~Rule~~rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the ~~petitioner's~~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~~District's action. The District shall maintain a record of the type and disposition of each petition filed.
- (~~13~~16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. ~~Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.~~

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) **“Competitive Solicitation”** means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) **“Continuing Contract”** means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) **“Contractual Service”** means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) **“Design-Build Contract”** means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the ~~firm's~~ firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants¹ Competitive Negotiations Act.

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

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation ~~in~~within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has

the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each ~~consultant's~~consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all ~~consultants~~ by proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

~~(1)~~ Definitions.

- ~~(a) “Auditing Services” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.~~
- ~~(b) “Committee” means the auditor selection committee appointed by the Board as described in section (2) of this Rule.~~

~~(2)~~ (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section ~~(43)~~ of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

~~(3)~~ (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section ~~(43)~~ of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- ~~(a)~~ Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

~~(4)~~ (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section ~~(32)~~ 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~~ within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

~~(5)~~ (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines

is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals—, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- ~~(6)~~ (5) 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 ~~(32)~~(3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

~~(7)~~ (6) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

~~(8)~~ (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
- (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
- (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
- (e) Provisions required by law that require the auditor to comply with public records laws.

~~(9)~~ (8) 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile,~~ or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute

a waiver of proceedings under those Rules,^{“”} or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - ~~(a)~~ (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - ~~(b)~~ (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall allow at least fourteen (14) days for submittal of bids.
 - ~~(c)~~ (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - ~~(d)~~ (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - ~~(e)~~ (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - ~~(f)~~ (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - ~~(g)~~ (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee

premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- ~~(h)~~ (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all ~~bidders by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, ~~by~~ hand delivery, or ~~by~~ overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - ~~(a)~~ (a) The Board shall cause to be prepared a Request for Qualifications.
 - ~~(b)~~ (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - ~~(c)~~ (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the ~~District and within the~~ county or counties in which the ~~District~~project is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - ~~(d)~~ (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - ~~(e)~~ (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) 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.

- (~~j~~k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all ~~vendors by~~proposers by e-mail (with a delivery and read receipt), United States Mail, ~~electronic mail~~, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) ~~(3)~~ Suspension, Revocation, or Denial of Qualification

- ~~(a)~~ (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- ~~i.~~ (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ~~ii.~~ (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - ~~iii.~~ (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - ~~iv.~~ (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - ~~v.~~ (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- ~~vi.~~ (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
 - ~~vii.~~ (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - ~~viii.~~ (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ~~ix.~~ (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - ~~x.~~ (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - ~~xi.~~ (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - ~~xii.~~ (xii) The vendor or affiliate(s) has been convicted of a contract crime.
- ~~1.~~ 1. The term "**contract crime**" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - ~~2.~~ 2. The term "**convicted**" or "**conviction**" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of

record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

- ~~(b)~~ (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- ~~(e)~~ (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- ~~(d)~~ (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- ~~(e)~~ (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- ~~i.~~ (i) Impacts on project schedule, cost, or quality of work;
- ~~ii.~~ (ii) Unsafe conditions allowed to exist;
- ~~iii.~~ (iii) Complaints from the public;
- ~~iv.~~ (iv) Delay or interference with the bidding process;
- ~~v.~~ (v) The potential for repetition;
- ~~vi.~~ (vi) Integrity of the public contracting process;
- ~~vii.~~ (vii) Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation ~~in the District and in~~ within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ e-mail, United States Mail, hand delivery, or ~~facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or

Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (k) 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.

- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all ~~contractors~~ by proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~faesimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- ~~(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.~~
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation ~~in~~within the county in which the ~~District~~project is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~email, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all ~~consultants by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website

at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: ~~"~~"Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,~~"~~" or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board ~~should~~shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “**goods, supplies, and materials**” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - ~~(a)~~ (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - ~~(b)~~ (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - ~~(c)~~ (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - ~~(d)~~ (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsive and Responsible Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all ~~vendors by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~facsimile~~, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which

may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the ~~District and within the~~ county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by ~~electronic mail~~ e-mail, United States Mail, hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all ~~vendors by~~ proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, ~~faesimile,~~ or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

[Link-to-previous setting changed from off in original to on in modified.]

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

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

Rule 3.10 Contractual Services.

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

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by ~~electronic mail~~e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via ~~facsimile~~e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;

- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- ~~(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~
- ~~(65)~~ Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- ~~(6)~~ Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- ~~(7)~~ Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- ~~(78)~~ Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

[Link-to-previous setting changed from off in original to on in modified.]

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

Law Implemented: §§ [120.69\(2\)\(a\)](#), 190.033, Fla. Stat.

[Link-to-previous setting changed from off in original to on in modified.]

[Link-to-previous setting changed from off in original to on in modified.]

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2025, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

[Link-to-previous setting changed from off in original to on in modified.]

Summary report: Litera Compare for Word 11.12.0.83 Document comparison done on 6/23/2026 8:13:57 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4899-8735-7091/1/Pre-2026 Rules of Procedure (Form).docx	
Modified DMS: nd://4929-0681-0794/1/FORM Rules of Procedure - No Rule Review (5.8.2026).docx	
Changes:	
<u>Add</u>	378
Delete	263
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	641

SEVENTH ORDER OF BUSINESS

A.

RESOLUTION 2026-09
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Meadow View At Twin Creeks Community Development District ("**District**") prior to June 15, 2026, proposed budget(s) ("**Proposed Budget**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website, <https://meadowviewattwincreeksd.com/>, in accordance with Section 189.016, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Meadow View At Twin Creeks Community Development District for the Fiscal Year Ending September 30, 2027."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2027 or within 60 days following the end of the FY 2027 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF AUGUST, 2026.

ATTEST:

**MEADOW VIEW AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

B.

RESOLUTION 2026-10
[FY 2027 ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2027 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Meadow View at Twin Creeks Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in St. Johns County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT:

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2027 installment of the District's previously levied debt service special assessments ("**Debt Assessments,**" and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.
6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

7. **SEVERABILITY; EFFECTIVE DATE.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF AUGUST, 2026.

ATTEST:

**MEADOW VIEW AT TWIN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget
Exhibit B: Assessment Roll

NINTH ORDER OF BUSINESS

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

Beacon Lake Amenity Center
850 Beacon Lake Parkway
St. Augustine, Florida 32095
P: (904) 217-3052

Adopted April 18, 2019

Amended October 19, 2023, February 20, 2025 and April 17, 2025

PART 1: Meadow View at Twin Creeks Community Development District

In accordance with Chapter 190 of the Florida Statutes, and on April 17, 2025, at a duly noticed public meeting, the Board of Supervisors of the Meadow View at Twin Creeks Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Access Card” – shall mean the identification card issued to Patrons.

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenities Policies” or “Policies” – shall mean all Amenities Policies of the District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including Community Manager, Lifestyles Director and its employees, staff and agents, contracted by the District to manage the Amenities.

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Meadow View at Twin Creeks Community Development District.

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

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal

guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied at all times by a Patron to use the Amenities.

“Guest Access Card” – A type of Access Card purchased at the request of a Patron and for use by a Guest on a temporary basis.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron household may bring a maximum of four Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of 16 Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A. All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

ACCESS CARDS

Use of Access Cards. Patrons and Guests can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other amenity facility, Patrons and Guests will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Guest provide an Access Card to another person to allow him or her to use the Amenities.

Issuance of Access Cards. Each Patron family will receive two Access Cards per household upon registration with the District.

Non-Transferrable. Access Cards are the property of the District and are nontransferable except in accordance with the District's rules and policies.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards. Patron will be financially responsible for damages resulting from unreported loss or theft of the access card.

GATE KEY FOBS AND WINDOW STICKERS

Use of Key Fobs and Window Stickers. Patron and their Guests can use key fobs and window stickers to gain access through The Landing entry gate. Upon arrival at the entry gate, Patrons and/or Guests will scan their fob or window sticker to open the gate. Under no circumstances should a Patron or Guest provide a key fob or window sticker to another person.

Issuance of Key Fobs and Window Stickers. Each Patron family will receive two (2) window stickers per household upon registration with the District. Key fobs are reserved for Patrons with specific vehicles where window stickers are unrecognizable by the gate monitoring system.

Non-Transferrable. Key fobs and window stickers are the property of the District and are non-transferrable except in accordance with the District's rules and policies.

Lost, Stolen or Additional Fobs or Window Stickers. All lost, stolen or additional key fobs or window stickers need to be reported immediately to the District. Fees may apply to replace any lost, stolen or additional fobs or window stickers. Patrons will be financially responsible for damages resulting from unreported lost or stolen fobs or window stickers.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the clubhouse:

Amenity Manager
The Lake House at Beacon Lake
850 Beacon Lake Parkway
St. Augustine, Florida 32095

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted

deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager.

Athletic Teams. The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's rules and policies apply to all such teams, and all such members of any outside teams shall be considered Guests within the meaning of these policies. Please contact the Amenity Manager for further information.

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account.

Refunds. Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager at beaconmanager@rmsnf.com and to the office of the District Manager at joliver@gmsnf.com.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

PLEASE BE AWARE THAT USE OF THE AMENITIES IS AT YOUR OWN RISK. THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE PLAYGROUND, POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PARENTS AND LEGAL GUARDIANS ARE

RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. **Registration, Access Cards and Key Fobs.** All Patrons must have their assigned Access Card or Key Fob upon entering the clubhouse. Cards are only to be used by the Patron to whom they are issued. Patrons must present their Access Cards or Key Fob upon request by the Amenity Manager.
2. **Guests.** Guests must be accompanied by a Patron while using the Amenities, unless the Guest has purchased a Guest Access Card.
3. **Minors.** Adult Patrons are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (guardian 18 years of age or older) must accompany all such minors who are under the age of 15 or who are otherwise unable to govern and look after themselves in an appropriate manner.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only.
6. **Alcohol.** Patrons and Guests may bring their own alcoholic beverages to the Amenities for personal use, but only within designated areas. Patrons and Guests who exercise this right shall do so consistent with federal, state and local laws... For rentals and planned events, patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Notwithstanding the foregoing, the District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and further reserves the right to call law enforcement to enforce the same.
7. **No Smoking** Smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
8. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all

property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.

10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities. Residents may not use the Lake House to conduct private business meetings.
20. **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
21. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
22. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
23. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
24. **Grills.** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
25. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.

27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following policies apply to the District's fitness center:

1. **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. **Operating Hours.** The fitness room hours will be from 4:00 a.m. to 11:00 p.m. daily.
3. **Usage Restrictions.** For safety purposes, only patrons and Guests ages 15 and older may use, or be in, the fitness center. Due to space limitations, Patrons may only bring a maximum of two Guests to the fitness room.
4. **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
5. **Courtesy.** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.**Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

SWIMMING POOLS

The following policies apply to the District's pools:

1. **Swim at Your Own Risk.** The pool areas are not supervised, and so all Patrons use the pools at their own risk.
2. **Operating Hours.** The pool areas are open from dawn to dusk only. No one is permitted in the pools at any other time unless a specific event is scheduled.
3. **Slides.** The slides are open only at designated times, and only when lifeguards are present. No one is permitted to use the slides when they are closed. When the slides are

closed, staff will put in place a panel barrier and/or close-off netting (as applicable) to restrict access.

4. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
5. **Food and Drink.** Patrons are permitted to bring their own snacks and water to the pools; however, no food or beverages are permitted in the pools or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool. Additionally, all General Provisions previously set forth herein apply.
6. **Unsafe Behavior.** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
7. **Diving.** Diving is strictly prohibited at the pools, with the exception of swim team competitions pre-approved by the District.
8. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, hard balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pools, or if the equipment provides a safety concern.
10. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
11. **Railings.** No swinging on ladders, fences, or railings is allowed.
12. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pools.
13. **Chemicals.** Chemicals used in the pools may affect certain hair or fabric colors. The District is not responsible for these effects.
14. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
15. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
16. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
17. **Prevention of Disease.** All swimmers must shower before initially entering the pools. Persons with open cuts, wounds, sores or blisters may not use the pools. No person should use the pools with or suspected of having a communicable disease which could be transmitted through the use of the pool.
18. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pools may be held responsible for any clean-up or decontamination expenses incurred by the District.
19. **Pollution.** No one shall pollute the pools. Anyone who does pollute the pools is liable for any costs incurred in treating and reopening the pool.

20. **Lap Lanes.** Lap lanes are to be used only by persons swimming laps or water walking or jogging.
21. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
22. **Pool Closure.** The pools may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
23. **Weather.** The pools and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pools or pool bottom clearly. The pools will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
24. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
25. **ADA Compliant Chair Lift.** The two chair lifts in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pools by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

BATHING LOAD/MAXIMUM CAPACITY: Pursuant to the Florida Department of Health's operating permit for the District's swimming pool, the maximum bathing load for the pools is **210 individuals (54 individuals** for the water activity pool, and **156 individuals** for the lap pool), and the maximum capacity for the swimming pool is **525 individuals** in the enclosed deck area and pools (together, "**Capacity Limits**"). The Amenity Manager will post the Capacity Limits at the pools, and will ensure that the Capacity Limits are not exceeded by periodically monitoring the area. On peak days where there is a potential that the Capacity Limits may be exceeded, the Amenity Manager shall close and lock three of the four gated entrances and require Patrons to access the swimming pools only via the main entrance, where Patrons shall be counted manually by the Amenity Manager. Additionally, the Amenity Manager may issue colored wrist bands to Patrons to ensure that only authorized Patrons are accessing the pools. Further, in the event that the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons leave the pool area until the Capacity Limits are met.

TENNIS COURTS

The following policies apply to the tennis courts:

1. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis, unless reserved. When other players are waiting tennis court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
3. **Use.** Tennis courts are for tennis only.
4. **Pets.** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.

5. ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
6. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the tennis courts.
7. ***Operating Hours.*** The tennis courts are open from 6:30 a.m. to 9 p.m. or as otherwise posted. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
8. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skate boards, hover boards or similar items are permitted on the tennis courts.
9. ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. ***Equipment.*** Patrons are responsible for bringing their own equipment.
11. ***Tennis Instruction.*** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.

MULTI-PURPOSE FIELD

Our community offers a multi-purpose field. The following policies apply:

1. ***First Come Basis.*** The field is available for use by Patrons and Guests only on a first come first serve basis, unless reserved.
2. ***Vehicles.*** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. ***Chalking.*** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the field.
5. ***Pets.*** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. ***Equipment.*** Patrons are responsible for bringing their own equipment.
7. ***Golfing.*** Golfing is not permitted on the field.
8. ***Sports Instruction.*** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following policies apply to the event lawn, patio, and other outdoor areas:

1. ***First Come Basis.*** The picnic areas, and patio grill, are available for use by Patrons and Guests only on a first come first serve basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. ***Vehicles.*** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. ***Grill.*** Patrons are responsible for cleaning District-owned grills after use. Personal grills are not permitted.

4. **Skateboards, Etc.** Bikes, rollerblades, skateboards, scooters, hover boards and equipment with wheels are prohibited.
5. **Glass Containers.** No glass containers or breakable objects of any kind are permitted.
6. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
7. **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
8. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis. Removal of tables and grills from the picnic area is prohibited.
9. **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
10. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.
11. **Hours – Sunrise to Sunset**

OFF LEASH DOG PARK FACILITY

1. All Patrons and Guests using the Off-Leash Dog Park (the “Bark Park”) are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all District policies governing amenity facilities. Any disregard or violation of these policies or misuse or destruction of Bark Park facilities or equipment may result in the suspension or termination of Bark Park or Amenity Center privileges. Guests may use the Bark Park if accompanied by an adult Patron.
2. Please note that the Bark Park is an unattended facility and persons using the Bark Park do so at their own risk. Voluntary use of the Bark Park evidences waiver of any claims against the District resulting from activities occurring at the Bark Park. The District is not responsible for any injury or harm caused from the use of the Bark Park
3. General Policies applicable to those owners and handlers bringing dogs to the Dog Park:
 - a. The only pets permitted to use the Bark Park are dogs; no other pets permitted.
 - b. Dogs shall be leashed at all times except when in designated “off-leash” areas within the fenced Bark Park.
 - c. Dogs shall be supervised and in view at all times and never left unattended.
 - d. Children under 16 must be closely supervised by an adult at all times.
 - e. Dogs must be leashed quickly and removed from the dog from the Bark Park in the event of any problems. Any dogs displaying aggressive behavior shall immediately be leashed by the owner and removed from the Bark Park.
 - f. Be polite and “Scoop the Poop!” Pet waste stations and trash cans are located at the Bark Park.
 - g. No prong, pinch or spiked collars are permitted within the fenced area of the Bark Park.
 - h. Dogs shall be kept from digging or damaging any equipment or Bark Park lands or facilities. Any holes made by a person’s dog shall be filled by that person.

- i. Dogs under four months old, in heat, with fleas, skin conditions, or are otherwise ill are not permitted in the Bark Park.
- j. Dogs shall be up-to-date on vaccinations prior to entering the Bark Park, and shall have current rabies and applicable license tags clipped to their collars at all times.
- k. No food is permitted at the Bark Park, except food/treats for dogs.

KAYAK LAUNCH

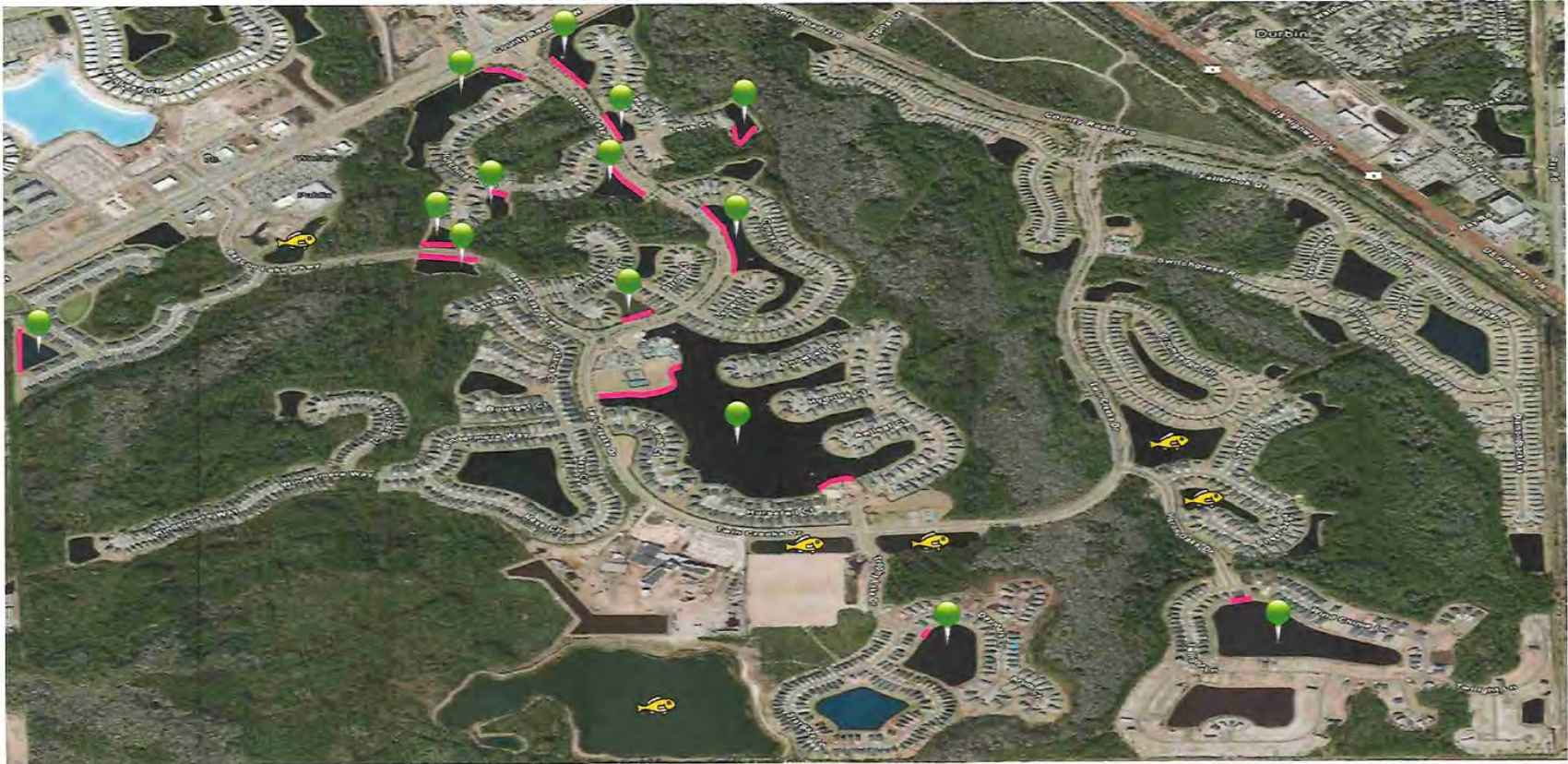
1. The Kayak Launch shall be used for the sole purpose of launching non-motorized watercraft
2. No diving or swimming
3. No roughhousing or horseplay
4. Unattended watercraft are private property and are not to be disturbed
5. Do not feed the wildlife
6. No fishing

Use of Equipment:

1. Non-motorized watercraft vessels including kayaks and canoes will be made available to Patrons and their Guests for a maximum two - hour period per vessel. This will allow availability for other Patrons and Guests.
2. Patrons and Guests using watercraft must wear lifeguard approved life jackets for the duration of the rental.
3. Children under the age of 18 years old operating a non-motorized watercraft vessel must be accompanied by an adult.
4. Patrons and Guests must be able to enter and exit the non-motorized watercraft from the launch.
5. Patrons and Guests are responsible for lost or damaged equipment.
6. Amenity staff has the right to refuse service based on safety concerns.
7. Amenity staff will close all rentals for inclement weather or conditions deemed unsafe.
8. All rentals are due in 30 minutes prior to close.
9. Hours of operation are subject to change without notice.
10. Operating any non-motorized equipment under the influence of alcohol or drugs is strictly prohibited.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. Fishing is only allowed in the ponds identified in the map below:



 = Permitted Fishing Location

 = Permitted Fishable Bank

 = Pond Not Owned by Meadow View at Twin Creeks CDD

**** Areas not marked or not pictured are PROHIBITED.**



FISHING POLICY

PERMITTED FISHING AREAS

- 1 Fishing is permitted for Beacon Lake residents and their accompanied guests at **CDD designated ponds ONLY**, which are publicly visible and are not behind or beside homes.



Fishing is **NOT** permitted for Beacon Lake residents and their accompanied guests from the backyards or behind/beside the homes of other residents without the permission of that homeowner. Residents are permitted to fish from their own homes.

CATCH-AND-RELEASE

- 2 The District's system of ponds are stormwater management facilities (SMFs), components of the stormwater management system. The SMFs receive roadway chemicals, oils, landscape related fertilizers and insecticides, and other contaminants.

Fishing is catch-and release only.



NO POND STOCKING

- 3 Pond treatments may include the introduction of triploid carp to assist in control of aquatic vegetation, as coordinated by the District. Other species of fish may impact the effectiveness and longevity of the triploid carp.

Stocking fish at District ponds is **PROHIBITED**.



EASEMENT RULES

- 4 Easements are granted to the CDD for specific and restricted purposes such as: (1) maintenance of pond and banks, and (2) drainage as a component of the stormwater management system. These recorded easements do not grant the District or residents the right to use these easements for general or recreational purposes such as fishing.



To clarify, using easements as justification to fish directly behind/beside homes without resident permission is not valid.

Please consult with CDD staff if you need additional guidance regarding approved fishing locations.

This document outlines the policy and designated ponds within the Beacon Lake subdivision for recreational fishing while maintaining the respect and privacy for lake-lot homeowners, as approved by the Meadow View at Twin Creeks CDD. Your cooperation is greatly appreciated. The CDD reserves the right to revoke fishing privileges at any time. Violation of this policy could result in 'No Fishing' implemented across all ponds in the neighborhood.

The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds. Residents may only fish directly behind private homes if granted permission by that homeowner.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND AND TOT LOTS

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. Patrons and Guests may use the playgrounds and tot lots at their own risk.
2. Proper footwear is required and no loose clothing especially with strings should be worn.
3. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
4. No food, drinks or gum are permitted at the playground.
5. No pets of any kind are permitted at the playground, with the exception of service animals.
6. No glass containers are permitted at the playground.
7. No jumping off from any climbing bar or platform.
8. Profanity, rough-housing, and disruptive behavior are prohibited.
9. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
10. Operating Hours. Sunrise to Sunset including greenspaces.

LAKESIDE FIRE PIT

All Patron and Guests using the Fire Pit Area are expected to conduct themselves in a responsible, courteous and safe manner in compliance with the Policies. Disregard or violation of the Policies and misuse or destruction of the Fire Pit or furniture in the Fire Pit Area may result in the suspension or termination of Amenity Center privileges.

The following policies apply to the Lakeside Park Fire Pit:

1. Use of the Fire Pit is at the Patron's own risk and on a first come, first serve basis, unless reserved.
2. Obey Florida open fire burning rules.
3. Patrons and Guests must be eighteen (18) years of age and older to use the fire pit or be in the Fire Pit area.
4. Operating Hours. The fire pit may only be used during designated hours.
5. Furniture shall not be removed from the Fire Pit.
6. Smoking (including e-cigarettes) is not permitted in the Fire Pit Area.
7. Bring firewood and kindling or charcoal with you.
8. Burn only firewood or logs shorter than 18 inches and smaller than 3 inches in diameter.
9. The cooking of food (i.e. marshmallows, hotdogs, etc.) is not permitted.
10. Do not burn lumber or any building materials.
11. Never use gasoline or other flammable or combustible liquids.
12. Do not leave open flames unattended.
13. Extinguish fire completely before leaving.
14. Clean up: Patrons and Guests must clean up the area and remove all trash when done.
15. Glass Containers, breakable objects of any kind and alcoholic beverages are not permitted.
16. No pets (other than service animals) are permitted in the Fire Pit area.

SPORTS PARK

The following policies apply to the sports park facility:

1. ***First Come Basis.*** Courts are available for use by Patrons and Guests only on a first come first serve basis, unless reserved. When other players are waiting to use the sport courts, use should be limited to 1 hour.
2. ***Attire.*** All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the sport courts.
3. ***Use.*** Courts are for game specific use only.
4. ***Vehicles.*** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted in the Sports Park facility.
5. ***Pets.*** Pets, except for service animals, are not permitted in the Sports Park facility at any time.
6. ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.

7. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted in the Sports Park facility.
8. ***Operating Hours.*** The Sports Park Facility is open from Sunrise to Sunset. or as otherwise posted. No one is permitted in the Sports Park at any other time unless a specific event is scheduled.
9. ***Noise.*** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
10. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skate boards, hover boards or similar items are permitted in the Sports Park facility.
11. ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.
12. ***Equipment.*** Patrons are responsible for bringing their own equipment.
13. ***Chalking or Taping.*** Chalking, taping or marking the court areas are prohibited.
14. ***Sports Instructions.*** Except as expressly authorized by the District, instructions for fees, or solicitation of sports instruction for fees, is prohibited.
15. ***Clean-Up.*** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

PICKLE BALL COURT

The following policies apply to the pickleball courts:

1. **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis, unless reserved. When other players are waiting pickleball court use should be limited to 1 hour.
2. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the pickleball courts.
3. **Use.** Pickleball courts are for pickleball only.
4. **Pets.** Pets, except for service animals, are not permitted on the pickleball courts at any time.
5. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
6. **Glass Containers.** No glass containers or breakable objects of any kind are permitted in the Sports Park facility.
7. **Operating Hours.** The pickleball courts are open from 6:30 a.m. to 9:00 p.m. or as otherwise posted. No one is permitted on the pickleball courts at any other time unless a specific event is scheduled.
8. **Skateboards Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, hover boards or similar items are permitted on the pickleball courts.
9. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. **Equipment.** Patrons are responsible for bringing their own equipment.
11. **Pickleball Instruction.** Except as expressly authorized by the District, pickleball instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
12. **Guests.** Each Patron household may bring a maximum of three Guests to the pickleball courts, provided however that Guests must be accompanied by the Patron when using the pickleball courts and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the pickleball courts.

FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve designated Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. Rental reservations should be made no later than 14 days in advance in order to schedule staffing.
2. **Amenities Available for Rental:** The following Amenities are available for rental: clubhouse (excluding kitchen), front bar area, veranda, and multi-purpose field. The rental of the Amenities is subject to availability, and rentals may be denied in the sole discretion of the District and to account for usage and other issues.
3. **Payment & Registration.** At the time the reservation is made, a check or money order (no cash) for the rental fee and a separate check for the security & cleaning deposit (both

payable to the District) must be delivered to the **Facility Manager** along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District, must schedule a time to complete a rental check list with Facility Manager one week in advance. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
 - i. Remove all garbage, place in dumpster and replace garbage liners;
 - ii. Take down all decorations or event displays; and
 - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
6. **Duration of Rentals.** The Amenity Manager shall have the right to set minimum and maximum periods for rentals, in their discretion. Please check with the Amenity Manager at the time of rental.
7. **Available Hours.** The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours until 10:00 pm. Private events held after normal operating hours may require a staff attendant, to be paid by the patron renting the facility.
8. **Capacity.** The clubhouse capacity limit shall not be exceeded at any time for a party or event.
9. **Noise.** The volume of live or recorded music must not violate applicable St. Johns County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices
10. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District, its staff and consultants are to be named on these policies as an additional insured party.
11. **Cancellation.** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Facility Manager no later than two weeks prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 3 days prior to the event 0% of the security deposit and 100% of the rental fee will be returned, unless is cancelled due to inclement weather.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

ATTACHMENT A: Consent and Waiver Agreement

ATTACHMENT A

CONSENT AND WAIVER AGREEMENT

- Meadow View at Twin Creeks Community Development District -

The Meadow View at Twin Creeks Community Development District (“**District**”) owns and operates certain amenities, including a clubhouse, pool, playground, walking trails, and other facilities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Beacon Lake Community Association, Inc., Governmental Management Services, Riverside Management Services, and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. 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 or law.

Participant Name: _____

Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

Parent/Guardian Name: _____ Date: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact & Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

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. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

PART 2: Meadow View at Twin Creeks
Community Development District
Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Meadow View at Twin Creeks Community Development District adopted the following rules to govern rates for the District's Amenities.

1. Introduction. This rule addresses various rates, fees and charges associated with the Amenities.

2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Policies of the Meadow View at Twin Creeks Community Development District, as amended from time to time.

3. Annual User Fee. For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. Reservation Rates for Clubhouse. Any Patron wishing to have the exclusive use of any room or area within the clubhouse (excluding kitchen) must pay the appropriate fee and submit a security deposit in the amounts set forth below. (For clarification purposes, all Guests must be represented by a Patron, the Patron must be in attendance at the event, and deposit must be made by the Patron.)

Room / Area	Rental Fee	Deposit
To be determined by District Amenity Staff*	\$0 - \$500	\$250 - \$1,000
Front Bar Area Rental	\$25	N/A

* Rate and deposit based on facility being rented, type of event, and staffing needs.

5. Miscellaneous Fees.

Item	Fee
Replacement of Damaged, Lost, or Stolen Access Card or Key Fob and Window Sticker Replacement	\$25.00
Insufficient Funds Fee (for submitting an insufficient funds check)	\$35.00

6. Special Provisions.

a. Homeowner's Association Meetings. Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

b. Additional Costs. The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

7. Adjustment of Rates. Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

8. Prior Rules; Policies. The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.

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

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2018)

Effective Date: February 21, 2019

PART 3: Meadow View at Twin Creeks Community Development District

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: August 17, 2023

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 17, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Meadow View at Twin Creeks Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities.

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies and Rules established for the safe operations of the Amenity Facilities.

3. Access Cards / Key Fobs. Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s Policies and Rules established for the safe operations of the Amenity Facilities.

4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of an Access Card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate

attire;

e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

f. Failing to abide by any District Policies and Rules (e.g., this Amenity Policies, Rules and Rates document);

g. Treating the District's staff, contractors, representatives, residents, landowners, or Patrons in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;

i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, or Patrons;

k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, or Patrons is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenity Facilities access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, and Patrons. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. Property Damage Reimbursement. If damage to District property

occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. Removal from Amenities. The District Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District’s best interest to do so.

8. Initial Suspension from Amenities. The District Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person’s access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District’s Policies and Rules violated, the time, date, and location of the next regular Board meeting where the person’s suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature

of the conduct, the circumstances of the conduct, the number of Policies and Rules violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination,

and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the Amenity Facilities after expiration of a suspension imposed by the District.

14. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.