

***UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT***

Advanced Board Package

Regular Meeting

***Wednesday
June 12, 2019***

6:00 p.m.

***Holiday Inn Express-Wesley Chapel
2775 Cypress Ridge Blvd.
Wesley Chapel FL 33544***

***Note: The Advanced Board Package is a working document and thus all materials
are considered***

DRAFTS prior to presentation and Board acceptance, approval or adoption.

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	John Vericker	Straley Robin Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

All cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of six different sections:

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday, June 12, 2019
Time: 6:00 p.m.
Location: Hampton Inn Wesley Chapel
2740 Cypress Ridge Blvd.
Wesley Chapel FL 33544

Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Consent Agenda

- | | | |
|----|-------------------------------------------------------|------------------|
| A. | Approval of the Minutes of the April 02, 2019 Meeting | Exhibit 1 |
| B. | Approval of Minutes for April 16, 2019 Meeting | Exhibit 2 |
| C. | Acceptance of the March & April 2019 Financials | Exhibit 3 |

IV. Business Matters

- | | | |
|----|--------------------------------------------------------------------------------------------------------------------------|------------------|
| A. | Discussion of the FY 2019-2020 Proposed Budget | Exhibit 4 |
| B. | Consideration and Adoption of Resolution 2019-05 Approving the FY 2019-2020 Proposed Budget & Setting the Public Hearing | Exhibit 5 |
| C. | Consideration and Adoption of Resolution 2019-06 Intent to Use Uniform Method of Collecting & Setting the Public Hearing | Exhibit 6 |
| D. | Consideration and Adoption of Resolution 2019-07 Rules of Procedure Public Hearing | Exhibit 7 |
| E. | Pasco County Letter – Number of Registered Voters - 23 | Exhibit 8 |

V. Staff Reports

- | | | |
|----|-------------------------------------------------------------------|-------------------|
| A. | District Manager | |
| 1. | Presentation of The Road to ADA Compliance | Exhibit 9 |
| 2. | Consideration and Approval of Landscape Proposal | Exhibit 10 |
| 3. | Consideration and Approval of Suncoast Pool Service, LLC Proposal | Exhibit 11 |
| B. | Attorney | |
| C. | District Engineer | |

VI. Supervisors Request

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

EXHIBIT 1.

**MINUTES OF MEETING
UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Union Park East Community Development District was held on Tuesday, April 2, 2019 at 09:00 a.m. at Residence Inn, 2101 Northpointe Parkway, Lutz, Florida 33558.

FIRST ORDER OF BUSINESS – Roll Call

Mr. Cusmano called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager, DPFG Management & Consulting LLC
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The following is a summary of the discussions and actions taken at the April 2, 2019 Union Park East CDD Board of Supervisors Regular Meeting.

SECOND ORDER OF BUSINESS – Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Consent Agenda

A. Exhibit 1: Approval of Minutes for November 6, 2018 Meeting

B. Exhibit 2: Acceptance of the February 2019 Financials

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved Item A & Item B of the Consent Agenda for the Union Park East Community Development District.

FOURTH ORDER OF BUSINESS – Business Matters

A. Exhibit 3: Ratification of Resolution 2019-02 Re-Designating Officers

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the motion to ratify Resolution 2019-02 Re-Designating Officers; re-designating of the Officers of the District is as follows: Mr. Mike Lawson to serve as Chairman, Mr. Doug Draper to serve as Vice Chairman, and Ms. Lori Price and Ms. Christie Ray to serve as Assistant Secretary; District staffing is as follows: Mr. Cusmano as Secretary, Ms. Patricia Comings-Thibault as Treasurer, Mr. Maik Aagaard as Assistant Treasurer, and Ms. Janet Johns as Assistant Secretary for the Union Park East Community Development District.

B. Exhibit 4: Consideration and Adoption of Resolution 2019-03 Authorizing the Chairman to Execute Plats, Permits & Conveyances

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to adopt Resolution 2019-03 for the Union Park East Community Development District.

C. Exhibit 5: Ratification of Innovative Employer Solutions Inc. Payroll Service Agreement

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the motion ratifying Innovative Employer Solutions Inc. Payroll Service Agreement for the Union Park East Community Development District.

D. Exhibit 6: Acceptance of VenturesInc. Host Website Proposal

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to accept VenturesInc. Host's Website Proposal for the Union Park East Community Development District.

FIFTH ORDER OF BUSINESS – Continuance

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to continue the meeting on Tuesday, April 16, 2019 at 9:00 a.m. at the Residence Inn Lobby, 2101 Northpointe Parkway, Lutz, Florida 33558 for the Union Park East Community Development District.

SIXTH ORDER OF BUSINESS – Adjournment

Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned the meeting for the Union Park East Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2.

**MINUTES OF MEETING
UNION PARK EAST
COMMUNITY DEVELOPMENT DISTRICT**

The Continued Regular Meeting of the Board of Supervisors of the Union Park East Community Development District was held on Tuesday, April 16, 2019 at 9:00 a.m. at Residence Inn Lobby, 2101 Northpointe Parkway, Lutz, Florida 33558.

FIRST ORDER OF BUSINESS – Roll Call

Mr. Cusmano called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary
Christie Ray	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager, DPFG Management & Consulting LLC
Tonja Stewart	District Engineer, Stantec Consulting Services, Inc.

The following is a summary of the discussions and actions taken at the April 16, 2019 Union Park East CDD Board of Supervisors Continued Regular Meeting.

SECOND ORDER OF BUSINESS – Business Matters

A. Exhibit 7: Consideration and Approval of Preliminary Supplemental Methodology Report

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to approve the Preliminary Supplemental Methodology Report in substantial form for the Union Park East Community Development District.

B. Exhibit 8: Consideration and Approval of Preliminary Engineer's Report

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the motion to approve the Preliminary Engineer's Report for the Union Park East Community Development District.

C. Exhibit 9: Consideration and Approval of Resolution 2019-04 Delegated Awards for 2019 Bonds

1. Exhibit 10: Fourth Supplemental Trust Indenture
2. Exhibit 11: Fifth Supplemental Trust Indenture
3. Exhibit 12: Form of Bond Purchase Contract
4. Exhibit 13: Form of Preliminary Offering Memorandum
5. Exhibit 14: Form of Continuing Disclosure Agreement

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board approved the motion to adopt Resolution 2019-04 Delegated Awards for 2019 Bonds for the Union Park East Community Development District.

D. Exhibit 15: DPFG Special Authorization No.1 Agreement

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to approve DPFG's Special Authorization No.1 Agreement in substantial form for the Union Park East Community Development District.

E. Exhibit 16: FMS Bonds Rule G-17 Disclosure Letter

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the motion to accept FMS Bonds Rule G-17 Disclosure Letter for the Union Park East Community Development District.

THIRD ORDER OF BUSINESS – Staff Reports

A. District Manager

There being none, the next item followed.

B. Attorney

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

FOURTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

FIFTH ORDER OF BUSINESS – Audience Questions and Comments on Other Items

There being none, the next item followed.

SIXTH ORDER OF BUSINESS – Adjournment

Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting.
There being none, Mr. Lawson made a motion to adjourn the meeting.

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adjourned the meeting for the Union Park East Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

74 **Title:** ☐ **Secretary** ☐ **Assistant Secretary**

Title: ☐ **Chairman** ☐ **Vice Chairman**

EXHIBIT 3.

Union Park East CDD
Financial Report Summary - General Fund & Construction Fund
3/31/2019

For The Period Ending :	GENERAL FUND	CONSTRUCTION 2017 A-1	CONSTRUCTION 2017 A-3	CONSTRUCTION 2019 A-1
	3/31/2019	3/31/2019	3/31/2019	3/31/2019
CASH BALANCE	\$ 195,809	\$ 28,279	\$ 1,517	\$ -
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	2,871	1,328,295	66,753	-
LESS: ACCOUNTS PAYABLE	(12,543)	(934,260)	(46)	(17,920)
NET CASH BALANCE	\$ 186,137	\$ 422,314	\$ 68,224	\$ (17,920)

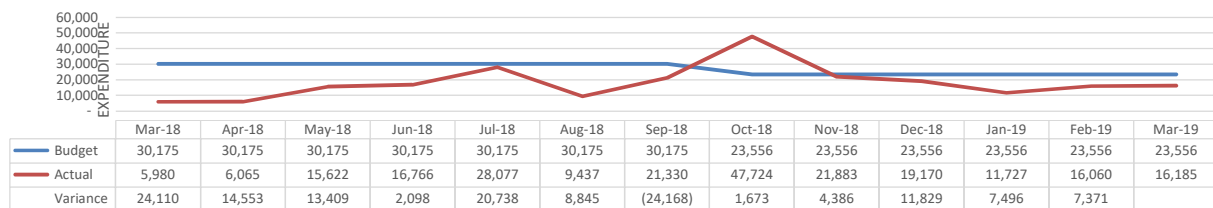
GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):

	3/31/2019 ACTUAL YEAR-TO-DATE	3/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 200,286	\$ 254,406	\$ (54,120)
EXPENDITURES (YTD)	(148,150)	(143,781)	(4,369)
NET OPERATING CHANGE	\$ 52,136	\$ 110,625	\$ (58,489)
AVERAGE MONTHLY EXPENDITURES	\$ 24,692	\$ 23,964	\$ (728)
PROJECTED EOY BASED ON AVERAGE	\$ 296,300	\$ 431,343	\$ 135,043

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:

	3/31/2019 ACTUAL YEAR-TO-DATE	3/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ 96,998	\$ 184,408	\$ (87,410)
ASSESSMENTS-OFF-ROLL (NET)	103,288	69,998	33,290
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	48,052	59,527	11,475
FIELD SERVICE EXPENDITURES - LANDSCAPE	58,910	22,291	(36,619)
FIELD SERVICE EXPENDITURES - STREETLIGHTS	-	33,600	33,600
FIELD SERVICE EXPENDITURES - POND MAINTENANCE	38,908	6,000	(32,908)
FIELD SERVICE EXPENDITURES - SECURITY	-	-	-
FIELD SERVICE EXPENDITURES - OTHER	2,280	4,150	1,870
AMENITY CENTER EXPENDITURES	-	18,213	18,213
RESERVE	-	-	-
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 148,150	\$ 143,781	\$ (4,369)

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES
COMPARISON**



Union Park East CDD
Financial Report Summary - General Fund & Construction Fund
4/30/2019

For The Period Ending :	GENERAL FUND	CONSTRUCTION 2017 A-1	CONSTRUCTION 2017 A-3	CONSTRUCTION 2019 A-1
	4/30/2019	4/30/2019	4/30/2019	4/30/2019
CASH BALANCE	\$ 158,263	\$ 20,523	\$ 1,520	\$ 4,653,942
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	-	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	3,261	1,458,953	66,753	-
LESS: ACCOUNTS PAYABLE	(7,673)	(808,178)	(46)	(23,520)
NET CASH BALANCE	\$ 153,851	\$ 671,298	\$ 68,227	\$ 4,630,422

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):

	4/30/2019 ACTUAL YEAR-TO-DATE	4/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 315,301	\$ 282,674	\$ 32,627
EXPENDITURES (YTD)	(166,791)	(165,287)	(1,504)
NET OPERATING CHANGE	\$ 148,510	\$ 117,387	\$ 31,123
AVERAGE MONTHLY EXPENDITURES	\$ 23,827	\$ 23,612	\$ (215)
PROJECTED EOY BASED ON AVERAGE	\$ 285,927	\$ 448,636	\$ 162,709

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:

	4/30/2019 ACTUAL YEAR-TO-DATE	4/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ 204,597	\$ 204,597	\$ -
ASSESSMENTS-OFF-ROLL (NET)	110,704	78,077	32,627
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	56,136	67,003	10,867
FIELD SERVICE EXPENDITURES - LANDSCAPE	61,845	28,116	(33,729)
FIELD SERVICE EXPENDITURES - STREETLIGHTS	-	36,750	36,750
FIELD SERVICE EXPENDITURES - POND MAINTENANCE	43,470	7,000	(36,470)
FIELD SERVICE EXPENDITURES - SECURITY	-	-	-
FIELD SERVICE EXPENDITURES - OTHER	5,340	5,180	(160)
AMENITY CENTER EXPENDITURES	-	21,238	21,238
RESERVE	-	-	-
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	\$ 166,791	\$ 165,287	\$ (1,504)

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES
COMPARISON**

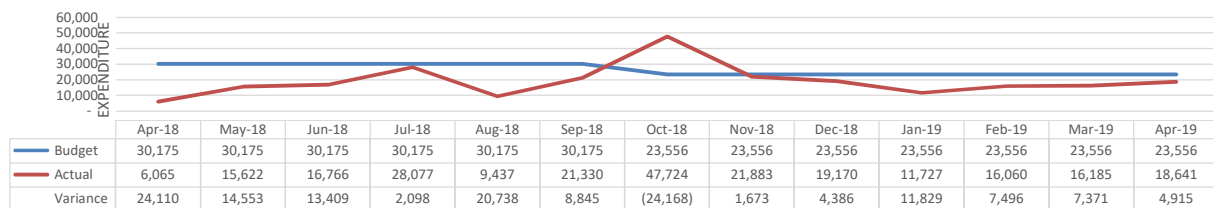


EXHIBIT 4.

(Under Separate Cover)

EXHIBIT 5.

RESOLUTION 2019-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“Board”) of the Union Park East Community Development District (“District”) prior to June 15, 2019, a proposed operations and maintenance budget for Fiscal Year 2019/2020; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT:

1. **BUDGET APPROVED.** The operating budget proposed by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: August 7, 2019

HOUR: 6:00 p.m.

LOCATION: Hampton Inn & Suites
2740 Cypress Ridge Blvd.
Wesley Chapel, FL

3. **TRANSMITTAL OF BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed budget to Pasco County, Florida at least 60 days prior to the hearing date set above.

4. **POSTING OF BUDGETS.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved proposed budget on the

District's website at least two days before the budget hearing date and to keep the proposed budget posted on the District's website for at least 45 days, as set forth in Section 2.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF JUNE, 2019.

ATTEST:

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Paul Cusmano

Printed Name

Title:

- ☐ Secretary
- ☐ Assistant Secretary

Signature

Mike Lawson

Printed Name

Title:

- ☐ Chair of the Board of Supervisors
- ☐ Vice Chair of the Board of Supervisors

Exhibit A: Proposed FY 2019/2020 Budget

EXHIBIT 6.

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE COLLECTION OF NON-AD VALOREM ASSESSMENTS AS AUTHORIZED BY SECTIONS 197.3631 AND 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Union Park East Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida; and

WHEREAS, pursuant to the provisions of Chapters 170, 190, and 197, Florida Statutes, among others, the District is authorized to levy, collect and enforce certain non-ad valorem assessments for the purposes of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District; and

WHEREAS, the District desires to use the "Uniform Method" for the collection of non-ad valorem special assessments authorized by Section 197.3632, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT:

Section 1. A public hearing to adopt the Uniform Method is hereby declared and set for the following date, time and location:

DATE: August 1, 2019

TIME: 6:00 p.m.

LOCATION: Hampton Inn
2740 Cypress Ridge Blvd.
Wesley Chapel, Florida

Section 2. The District Manager is hereby directed to publish notice of the public hearing in accordance with Section 197.3632, Florida Statutes.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 12TH DAY OF JUNE, 2019.

ATTEST:

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: Paul Cusmano

Chair/ Vice Chair
Print Name: Mike Lawson

EXHIBIT 7.

RESOLUTION 2019-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT DESIGNATING A DATE,
TIME AND LOCATION OF A PUBLIC HEARING
REGARDING THE DISTRICT'S ADOPTION OF ITS
RULES OF PROCEDURE; AUTHORIZING THE
PUBLICATION OF THE NOTICE OF SUCH HEARING;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Union Park East Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida; and

WHEREAS, pursuant to the provisions of Chapters 120 and 190, Florida Statutes, among others, the District is authorized to adopt rules regarding the operation of the District; and

WHEREAS, the District desires to adopt the Rules of Procedure attached hereto as Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. A public hearing will be held to adopt the Rules of Procedure on August 1, 2019, at 6:00 p.m., at the Hampton Inn, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida.

Section 2. The District Manager is directed to publish notice of the hearing in accordance with Chapters 120 and 190, Florida Statutes.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5TH DAY OF JUNE, 2019.

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: Paul Cusmano

Chair/ Vice Chair
Print Name: Mike Lawson

Exhibit A: Proposed Rules of Procedures

EXHIBIT A

RULES OF PROCEDURE

UNION PARK EAST

COMMUNITY DEVELOPMENT DISTRICT

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RULES OF PROCEDURE UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

1.0 General.

- (1) Union Park East Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**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: s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for 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 or abstains from participating in discussion or voting on a particular item. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. 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.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
 - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair 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. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair 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 Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (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, 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 the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “voting conflict of interest” shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.
 - (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 the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. 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 attached 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 they have 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 shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

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

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District 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.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 190.006, 119.07, 120.53, Fla. Stat.

1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by Statute or these Rules, at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:
 - (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;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711, who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or 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.
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) 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
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business
 - Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - Supervisor's requests and comments
 - Audience Questions and Comments
 - Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. 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.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.
- (9) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members

during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

Specific Authority: s.s. 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
 - (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower

cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice; and a statement as to whether, based on the statement of the estimated regulatory costs 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). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Board must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

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

- (10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.
- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

- 1. Administer oaths and affirmations;
 - 2. Rule upon offers of proof and receive relevant evidence;
 - 3. Regulate the course of the hearing, including any prehearing matters;
 - 4. Enter orders;
 - 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing 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.
 - (b) The District shall issue a final order within forty-five (45) days:
 - 1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

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

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes.

Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.

- (c) “Emergency purchases” 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 solicitation 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.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “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, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (h) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by an architect, professional engineer, landscape architect

or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

- (i) "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, 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 from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) "Purchase" means acquisition by sale, rent, 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 government entity or political subdivision of the state.
- (k) "Request for Proposal" 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, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising or legal notices.

- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
- (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
 - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
 - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials.
 - (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.

- (i) 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: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid proposal:
 - 1. Hold all required applicable state professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if applicable.

3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.

8. Whether the bidder or proposer is a certified minority business enterprise.

- (g) The Most Advantageous Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.0525, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice

shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.

- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - 1. Hold the required applicable state and professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if any.
 - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 - 2. The past performance of each bidder or proposer for the District and in other professional employment settings.

3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind 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 these Rules. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which 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, 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 need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to

Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services 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.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.
- (3) Competitive Selection.
 - (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability,

as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, 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:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (b) If the selection process is administered by a person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(4) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (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, 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 within twenty-one (21) days 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 unless modified by the Board, 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 within twenty-one (21) days (unless modified by the Board to the contrary) 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 any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) 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.
 - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) 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: s.s. 190.011(5), Fla. Stat.

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

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Union Park East Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award

process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's

decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) 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 posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(k) when developing a design criteria package, evaluating the responses or bids 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 or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.
 - (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.
 - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
 - (d) After the design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act

of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.

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 license in good standing, as defined by Section 287.055(2)(h), 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 Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
 - (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- (f) 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 to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) 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.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under section 218.391, Florida Statutes.

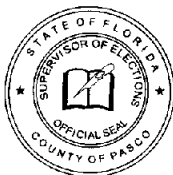
Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective _____, 2019.

EXHIBIT 8.



Tiffannie Alligood
Supervisor of Elections

PO BOX 300, Dade City FL 33526-0300

1-800-851-8754
www.pascovotes.com

April 26, 2019

Paul Cusmano
DP&F Group
15310 Amberly Drive Suite 175
Tampa FL 33647

Dear Mr. Cusmano:

Pursuant to Florida Statute, the following voter registration statistics are provided for their respective community development districts as of April 15, 2019.

- | | |
|--------------------------------------------------|-----|
| • Silverado Community Development District | 226 |
| • Union Park East Community Development District | 23 |

According to the development district's website, you are listed as the district manager for the above. If you are no longer the manager for these districts, please let me know at your earliest convenience.

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

EXHIBIT 9.

THE ROAD TO ADA COMPLIANCE



Required as of 10/01/2019

Compliance: The 2 Components

- Component 1 - The website platform itself – this addresses the website itself and not any uploaded documents
- Component 2 - Document uploads – this addresses any documents that are uploaded to the website that are mandated under Florida Statute. (see attachment B of this presentation)

Documents are bifurcated into two sections:

- ❖ 1) Required historical documents before 10/01
- ❖ 2) Required new documents uploaded after 10/01

ATTACHMENT A

INSURANCE MANDATED REQUIREMENTS

Accessibility 

ADA Website Accessibility

Underwriting Guidelines - Policy Year 2019 - 2020



Florida
Insurance
Alliance™

1 - Accessibility Policy

- An adopted and implemented (or in the process of implementing) website accessibility policy that is consistent with WCAG 2.0 Level A and AA

2 – Accessibility Statement

- A disability accessibility statement posted on their website that includes:
 - A commitment to accessibility for persons with disabilities
 - The accessibility standard used and applied to the District's website
 - Contact information (email and phone number) in case users encounter any problems

3 — Video / Audio

- Video and Audio is published or streamed in an accessible format.

4 – Quarterly Audits

- Quarterly audits done by a third-party to ensure that the website is in continual compliance with prevailing WCAG standards.

5 — Remedial Measures

- If the District has been previously sued
 - Settlement Agreement
 - Review remedial measures taken by District

Summary - Where We Are

➤ Accessibility Policy – In Process

- District Counsel will be/has been furnished a sample policy that has been approved by the insurance provider for consideration and changes

➤ Accessibility Statement - Completed

- Accessibility statement has been published to the website and has been approved by insurance provider.

➤ Video/Audio – Completed

- We have ensured there are no videos or audio published or streamed on the websites

FINANCIAL COMPARISON – VENDORS

Ventures		360 PSG		Horton Group		CAMPUS SUITE	
Create A Website	\$ -	Create A Website & Service Block	\$3,345.00	Create A Website	\$ 18,000.00	Create and Maintain Website	\$ 600.00
Annual Website Platform	\$ 960.00	Yearly Doc Conversion**	\$1,375.00	Qterly Scan for Compliance	\$ 12,000.00	On Demand Document Conversion	\$ -
Domain	\$ 20.00	Yealy Web Compliance	\$1,025.00	FY 2019 Total	\$ 30,000.00	Document Conversion - 1st Year	\$ 1,500.00
Quarterly Scan for Compliance	\$ 480.00	SSL Cert, Content Mgmt, Monthly Scan	\$ 420.00			Domain	\$ 15.00
FY 2019 Total	\$ 1,460.00	FY 2019 Total	\$6,165.00			FY 2019 Total	\$ 2,115.00
Second Year FY 2020 Total	\$ 1,460.00	Second Year FY 2020 Total	\$2,820.00	Second Year FY 2020 Total	\$ 12,000.00	Second Year FY 2020 Total	\$ 1,515.00
(does not include scan or remediation of PDF documents uploaded or conversion of documents)		(**only includes audit, agendas, public facilities report and budgets, doesn't include other document remediation - additional is at \$110 per hour)		Document conversion is at \$100 per hour		Initial conversion at \$0.98 per page, based on avg (Second Year documents up to 750 pages included in On Demand Service of \$900 annually)	

Component 1 - Website Platform

- Campus Suite - Utilizes a website template that is WCAG compliant
- A contract will be advanced embodying language to ensure that prevailing WCAG standards are continually being met
- Annual charge is \$600 per year . Website will be turned on as of 10/01.
Year One - Contracts need to be executed at the same time as the initial PDF remediation of historical documents so that as documents are remediated they are uploaded to the new site for turn on at 10/01.
Year Two – Annual \$600 charge will be billed in quarterly installments
- Monthly monitoring will be performed on each individual District website to ensure compliance with prevailing WCAG standards.
- Annual Domain registration approximates \$15 per year
- Note: Current website will need to be maintained until conversion complete

Total Annual Cost for Website Platform is \$615 Annually

Component 2 – Document Conversion

DOCUMENTS BEFORE 10/01/2019

- District website documents will be thinned up to comply with only Statute required documents by DPFG (see attachment B of this presentation)
- All documents on the website need to be ADA compliant
- Conversion price per page is \$0.98 for historical documents prior to 10/01. Historical agenda packages cannot be manipulated to minimize conversion costs.
- The average District website page count, (before adjustments), currently on the websites are 1,500
- The Board needs to approve the conversion of the documents with a not to exceed of \$1,500. The District will only be charged for documents converted and will receive a report as to page count. Payment due as service is rendered.

Total FY 2019 Cost for Conversion Based on Average is \$1,500

Component 2 – Document Conversion

DOCUMENTS AFTER 10/01/2019

- **Campus Suite – On Demand Service and Remediation of non-compliant Documents**
- **Annual charge of \$900 - Billed Quarterly – 1st bill will be 10/01/2019**
- **On Demand Service & Remediation – agenda documents will be uploaded to the website pursuant to State Statute requirements – Campus Suite will scan and remediate non-compliant documents within 48 hours of upload. Annual price includes the remediation of 750 pages annually. Documents in excess of 750 pages are charged at \$0.98 per page**
- **Campus Suite will distribute a report to the District for those vendors who are non-compliant**

Total Annual Cost for Ongoing Maintenance is \$900 Annually

Mitigation of Remediation - DPFG

- DPFG will be e-mailing major vendors as to the requirement for ADA compliant documents; i.e. contracts and proposals. These vendors will include District Counsel, aquatics, landscape maintenance, and other contracted entities. Additionally any new contracted vendors will be notified.
- DPFG will be designing an ADA compliant agenda and budget template
- DPFG will upload documents to the website as well as make any calendar changes
- The District will review a report monthly.
- DPFG will notify the respective parties as to non-compliance on a quarterly basis

Total Annual Cost for Ongoing Mitigation of Remediation of Documents and Uploading is \$500 Annually

ATTACHMENT B

Statute Required Documents

Pursuant to Section 189.069, Florida Statutes, below please find a checklist of the information required to be included on the website of a community development district. A copy of Section 189.069, Florida Statutes, is also attached for your reference.

EFFECTIVE JULY 1, 2014:

All districts must have a website by October 1, 2015 (or by the end of the first full fiscal year after establishment). With emphasis added on a few items, the website must contain:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, address, e-mail address, and, if applicable, the term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190, as the uniform charter, *but must include information relating to any grant of special powers.*
- f. The mailing address, e-mail address, telephone number, and *Internet website uniform resource locator* of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, *and a hyperlink* to generally applicable ethics provisions.
- k. The budget of each special district, in addition to amendments in accordance with s. 189.418.
- l. The final, complete audit report for the most recent completed fiscal year, and audit reports required by law or authorized by the governing body of the special district.

Each district must submit its official internet website address to the Department of Economic Opportunity. The Department's website must include a link to each special district.

EFFECTIVE OCTOBER 1, 2016:

The website must further contain:

- m. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.¹
- n. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.²
- o. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.³
- p. A list of regularly scheduled meetings must be included on District websites.
- q. The District's public facilities report must be included on District websites.
- r. A link to the Department of Financial Services website must be included on District websites.
- s. At least seven (7) days before a meeting or workshop, a District must post its agenda, along with any meeting materials available, on its website where it must remain for one (1) year.

If you have any questions about the above information, please do not hesitate to contact me.

¹ Fla. Stat. § 189.016(4).

² Fla. Stat. § 189.016(4).

³ Fla. Stat. § 189.016(7).

(d) All special districts created or established by rule of the Governor and Cabinet may be reviewed as directed by the Governor and Cabinet.

(e) Except as provided in paragraphs (a)-(d), all other special districts may be reviewed as directed by the President of the Senate and the Speaker of the House of Representatives.

(3) All special districts, governmental entities, and state agencies shall cooperate with the Legislature and with any local general-purpose government seeking information or assistance with the oversight review process and with the preparation of an oversight review report.

(4) Those conducting the oversight review process shall, at a minimum, consider the listed criteria for evaluating the special district, but may also consider any additional factors relating to the district and its performance. If any of the listed criteria do not apply to the special district being reviewed, they need not be considered. The criteria to be considered by the reviewer include:

(a) The degree to which the service or services offered by the special district are essential or contribute to the well-being of the community.

(b) The extent of continuing need for the service or services currently provided by the special district.

(c) The extent of municipal annexation or incorporation activity occurring or likely to occur within the boundaries of the special district and its impact on the delivery of services by the special district.

(d) Whether there is a less costly alternative method of delivering the service or services that would adequately provide the district residents with the services provided by the district.

(e) Whether transfer of the responsibility for delivery of the service or services to an entity other than the special district being reviewed could be accomplished without jeopardizing the district's existing contracts, bonds, or outstanding indebtedness.

(f) Whether the Auditor General has notified the Legislative Auditing Committee that the special district's audit report, reviewed pursuant to s. 11.45(7), indicates that the district has met any of the conditions specified in s. 218.503(1) or that a deteriorating financial condition exists that may cause a condition described in s. 218.503(1) to occur if actions are not taken to address such condition.

(g) Whether the district is inactive according to the official list of special districts, and whether the district is meeting and discharging its responsibilities as required by its charter, as well as projected increases or decreases in district activity.

(h) Whether the special district has failed to comply with any of the reporting requirements in this chapter, including preparation of the public facilities report.

(i) Whether the special district has designated a registered office and agent as required by s. 189.014, and has complied with all open public records and meeting requirements.

(5) Any special district may at any time provide the Legislature and the local general-purpose government conducting the review or making decisions based upon the final oversight review report with written responses

to any questions, concerns, preliminary reports, draft reports, or final reports relating to the district.

(6) This section does not apply to a deepwater port listed in s. 311.09(1) which is in compliance with a port master plan adopted pursuant to s. 163.3178(2)(k), or to an airport authority operating in compliance with an airport master plan approved by the Federal Aviation Administration, or to any special district organized to operate health systems and facilities licensed under chapter 395, chapter 400, or chapter 429.

History.—s. 23, ch. 97-255; s. 46, ch. 2001-266; s. 22, ch. 2004-305; s. 6, ch. 2006-197; s. 48, ch. 2014-22; s. 15, ch. 2016-22.

Note.—Fonner s. 189.428.

189.069 Special districts; required reporting of information; web-based public access.—

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s. 189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection (1).

History.—s. 54, ch. 2014-22; s. 16, ch. 2016-22.

PART VII

MERGER AND DISSOLUTION

189.07	Definitions.
189.071	Merger or dissolution of a dependent special district.
189.072	Dissolution of an independent special district.
189.073	Legislative merger of independent special districts.
189.074	Voluntary merger of independent special districts.
189.075	Involuntary merger of independent special districts.
189.076	Financial allocations.
189.0761	Exemptions.

189.07 Definitions.—As used in this part, the term:

(1) "Component independent special district" means an independent special district that proposes to be merged into a merged independent district, or an independent special district as it existed before its merger into the merged independent district of which it is now a part.

(2) "Elector-initiated merger plan" means the merger plan of two or more independent special districts, a majority of whose qualified electors have elected to merge, which outlines the terms and agreements for the official merger of the districts and is finalized and approved by the governing bodies of the districts pursuant to this part.

(3) "Governing body" means the governing body of the independent special district in which the general legislative, governmental, or public powers of the district are vested and by authority of which the official business of the district is conducted.

(4) "Initiative" means the filing of a petition containing a proposal for a referendum to be placed on the ballot for election.

(5) "Joint merger plan" means the merger plan that is adopted by resolution of the governing bodies of two or more independent special districts that outlines the terms and agreements for the official merger of the districts and that is finalized and approved by the governing bodies pursuant to this part.

(6) "Merged independent district" means a single independent special district that results from a successful merger of two or more independent special districts pursuant to this part.

(7) "Merger" means the combination of two or more contiguous independent special districts resulting in a newly created merged independent district that assumes jurisdiction over all of the component independent special districts.

(8) "Merger plan" means a written document that contains the terms, agreements, and information regarding the merger of two or more independent special districts.

(9) "Proposed elector-initiated merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that accompanies the petition initiated by the qualified electors of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(10) "Proposed joint merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that has been prepared pursuant to a resolution of the governing bodies of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(11) "Qualified elector" means an individual at least 18 years of age who is a citizen of the United States, a permanent resident of this state, and a resident of the district who registers with the supervisor of elections of a county within which the district lands are located when the registration books are open.

History.— s. 1, ch. 2012-16; s. 17, ch. 2014-22.

Note.—Fonners. 189.4042(1).

189.071 Merger or dissolution of a dependent special district.

(1) The merger or dissolution of a dependent special district may be effectuated by an ordinance of the local general-purpose governmental entity wherein the geographical area of the district or districts is located. However, a county may not dissolve a special district that is dependent to a municipality or vice versa, or a dependent district created by special act.

(2) The merger or dissolution of an active dependent special district created and operating pursuant to a

EXHIBIT 10.

Competitive Pricing That Fits Your Budget

We are committed to fulfilling the specific landscape needs of Union Park East Phases 7 & 8 while providing the service you expect at a price point that fits your budget. Pricing below is an estimated maintenance cost based on construction plans provided. Price is subject to change as installation is completed.

SERVICE DESCRIPTION	MONTHLY	YEARLY
Base Management	\$ 2,916.00	\$ 34,992.00
• Mowing, Weeding, Edging		
• Blowing Debris		
• Bed Weed Control		
• Shrubs and Groundcover Pruning		
• Turf Fertilization		
• Turf Insect Control		
• Turf Weed Control		
• Shrub and Groundcover Fertilization		
• Shrub and Groundcover Insect Control		
Irrigation Inspection.....	\$ 330.00	\$ 3,960.00
• Monthly check and adjust all zones		
• Monthly cleaning irrigation heads		
• Monthly Irrigation report		
Pine Straw Installation...(100 bales, 1app/year).....	\$ 110.00	\$ 1,320.00
TOTAL BASE SERVICE.....	\$ 3,356.00	\$ 40,272.00

EXHIBIT 11.

Pool Maintenance and Service Agreement

This Pool Maintenance and Service Agreement (this “**Agreement**”) is entered into as of May, 2019, between the **Union Park East Community Development District**, whose mailing address is c/o DPF, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (the “**District**”) and **Suncoast Pool Service LLC**, whose mailing address is 3713 Zachery At, New Port Richey, FL 34655 (the “**Contractor**”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District owns and operates the swimming pool facilities at the District’s amenity center and desires certain pool maintenance services. The Contractor provides pool maintenance services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Scope of Services.** The Contractor shall perform all work, including all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the proposal attached hereto as **Exhibit A**.
3. **Term and Renewal.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
4. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
5. **Compensation.** The District agrees to compensate the Contractor for the work described above in the amount of \$1300.00 per month. Contractor shall provide the District with an invoice for the work performed in the previous month. The District shall pay Contractor within forty-five (45) days of receipt of the invoice.
6. **Damage to Property.** The Contractor shall be responsible for any damage caused by Contractor’s negligence.
7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the

District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

8. **Compliance with Governmental Regulations.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and shall hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder.
9. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
10. **Indemnification.** Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
11. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and 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 the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT paul.cusmano@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

12. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county the District is located in.
13. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
14. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
15. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
16. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
17. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
19. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

Suncoast Pool Service

**Union Park East
Community Development District**

Name: Sean Connerty
Title: President

Michael Lawson
Chair of the Board of Supervisors

Suncoast Pool Service Commercial Service Agreement

This Agreement to begin 05/07/19

Between

Suncoast Pool Service
and
Union Park East

1. DEFINITIONS

For the purpose of this agreement the following terms shall be defined as follows:

- a. The Company - Suncoast Pool Service (SCPS) being the first party to this agreement and being the DBA of Connerty Pools Inc. Both companies being registered and licensed to conduct business by the Department of State and the Division of Corporations within the State of Florida.
- b. **Union Park East** - being the second party to this agreement.
- c. CPO - Certificated Pool and Spa Operator. Such person shall be currently certified by the National Swimming Pool Foundation.
- d. Service - SCPS will provide labor needed in accordance with the terms and conditions of this agreement to provide a clean and safe facility for the customer and their patrons, by either party.

2. TERMS

The parties assigned hereto agree that the term of this contract is (12) twelve months and may renew for an additional (12) months following the expiration of the initial (12) months or any renewal term thereafter, by written agreement of both parties. This contract can be terminated with a 30 day written notice at any time.

3. SERVICE

The company will provide service to the customer at their facility in respect to the following:

- a. Service (3) times per week.
- b. Cleaning of the Swimming Pool to include cleaning of tiles and underwater debris.
- c. Cleaning of filters, pumps and chlorinator feeders on a regular basis.
- d. Chemicals analysis of water and treatment to provide and meet Health Department standards in respect to oxidation and sanitation.
- e. Maintain and interpret operational and recirculation efficiency of the filter and filter media.
- f. Check and interpret gauges, flow meters and monitoring equipment for operational efficiency.
- g. Repairs are additional costs to customer.
- h. Chemicals included

4. PAYMENT

- a. The Company and the Customer hereby agree that the amount of \$ 1300.00 per month.
- b. The Company will invoice the Customer on a monthly basis for services rendered. The full amount of the invoice will be due and payable in 30 days of invoice.

- c. In the event legal action is necessary to enforce this contract the prevailing party shall be entitled to all costs of collection.

5. LIMITED LIABILITY

During the term of this agreement the Company will provide the Customer the aforementioned service and advice provided that the agreement with SCPS is current. THE LIMITED WARRANTY STATED IN THIS AGREEMENT IS GIVEN IN LIEU OF ANY OTHER GUARANTEE OR WARRANTY EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

- a. The Customer agrees that the Company is not responsible for any repair of any present damages at the facility.
- b. The Customer agrees that the Company assumes no responsibility for damages to the Customers property or equipment due to circumstances beyond its control including but not limited to, acts of God, power failures, equipment failures and lightning damage, etc.
- c. By entering into this agreement the Customer waives all claims whether property or personal in respect of incidental, special, consequential or punitive damages including but not limited to, loss of profits, loss of business opportunity, loss or use etc. which may result directly or indirectly from work performed by the Company, with the sole exception of claims for damages due to the gross negligence on the part of the Company and/or its employees.

7. ARBITRATION

The Company and the Customer herein agree that any controversy or claim between them arising out of or relating to this agreement shall be settled exclusively by arbitration except the parties to this agreement reserve the right to address legal action in a court of law for any amounts due the Company from the Customer, or for any amounts due to the Customer from the Company. Such arbitration shall be concluded in accordance with the commercial arbitration rules then in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgement upon such arbitration award may be entered in any court having jurisdiction.

8. ACCESS TO PROPERTY

The Customer hereby agrees to permit and grant employees of the Company access to the facility to perform their duties in respect of the above at times accordance with this agreement or at mutually convenient times both parties.

9. MISCELLANEOUS

- a. The Customer will use every reasonable precaution to prevent injury to its patrons and will respect and adhere to any advice in this regard given by the Company.
- b. The Company shall only employ a CPO in regard to the servicing of the said facility.

10. CONSUMER'S RIGHT TO CANCELLATION

The Customer may cancel this contract without penalty or obligation prior to midnight or the third business day after this transaction.


11. ENTIRE AGREEMENT AND SEVERABILITY

This agreement constitutes the entire agreement between the parties herein and no other representatives or statements will be binding upon the parties. If any part of this agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

This agreement can be terminated by either parties assigned hereto upon written notification and be giving thirty days notice of intended termination of contract.

The Company and Customer hereby acknowledge and agree with and consent to the representation contained within this agreement:

Suncoast Pool Service



By: Sean Connerty, President

5/7/19

Date

By: Print

By: Signature

Date