



# **REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**

**MANATEE COUNTY  
REGULAR BOARD MEETING  
& PUBLIC HEARING'S  
JANUARY 14, 2026  
9:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.reaganlandingcdd.org](http://www.reaganlandingcdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**REAGAN LANDING**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Del Webb Catalina Sales Center  
4844 Starlight Beach Lane  
Lakewood Ranch, Florida 34211  
**REGULAR BOARD MEETING & PUBLIC HEARING'S**  
January 14, 2026  
9:00 A.M.

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## AFFIDAVIT OF PUBLICATION

Laura Archer  
Reagan Landing Cdd c/o Special District Services Inc  
2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207

### STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

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Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/30/2025

Legal Clerk  
Notary, State of WI, County of Brown

3-7-27

My commission expires

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### REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2026 PROPOSED BUDGET; AND, NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING

The Board of Supervisors ("Board") for the Reagan Landing Community Development District ("District") will hold a public hearing and a regular meeting as follows:

DATE: January 14, 2026

TIME: 9:00 a.m.  
LOCATION: Del Webb Catalina Sales Center  
4844 Starlight Beach Lane  
Lakewood Ranch, Florida 34211

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 ("District Manager's Office"), during normal business hours.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Michelle Krizen  
District Manager  
REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT  
[www.reaganlandingcdd.org](http://www.reaganlandingcdd.org)  
PUBLISH: SARASOTA HERALD TRIBUNE 12/23/25 & 12/30/25

KAITLYN FELTY  
Notary Public  
State of Wisconsin



**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
DECEMBER 10, 2025**

**A. CALL TO ORDER**

The December 10, 2025, Regular Board Meeting of the Reagan Landing Community Development District (the “District”) was called to order at 9:00 a.m. in the Del Webb Catalina Sales Center located at 4844 Starlight Beach Lane, Lakewood Ranch, Florida 34211.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on December 2, 2025, as legally required.

**C. ESTABLISH QUORUM**

A quorum was established with the following Supervisors in attendance:

Christopher Pereira, Phyllis Wilson, Daniel Gomez and Steve Platke.

Also in attendance were District Manager Michelle Krizen of Special District Services, Inc.; and District Counsel Alyssa Willson of Kutak Rock (via phone).

Also present were Scott Brooks (via phone) and James Candela of Special District Services, Inc. (via phone).

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public.

**F. APPROVAL OF MINUTES**

**1. November 12, 2025, Organizational Meeting**

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously approving the minutes of the November 12, 2025, Organizational Meeting, as presented.

**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

**H. NEW BUSINESS**

**1. Consider Acceptance of Board Resignation**

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously accepting the resignation of Rose Wallace, as presented.

## **2. Discussion Regarding Vacancy in Seat #1 – Expiration November 2029**

A discussion took place regarding potential candidates to fill the recent Board vacancy. The Board decided that they were not yet ready to appoint someone to the vacancy.

## **3. Consider Resolution No. 2025-25 – Designation Officers**

Resolution No. 2025-25 was presented, entitled:

### **RESOLUTION 2025-25**

#### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

The slate of officers will be consistent with the previous officers, with the exception of Chair and Vicechair, those roles will be filled with Chris Pereira and Steve Platke, respectively.

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously adopting Resolution No. 2025-25, as presented.

## **4. Consider Resolution No. 2025-26 – Authorizing Check Signers**

Resolution No. 2025-26 was presented, entitled:

### **RESOLUTION NO. 2025-26**

#### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.**

This action will replace Rose Wallace with Chris Pereira as an authorized check signer, leaving the other authorized signers the same as previously adopted.

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously adopting Resolution No. 2025-26, as presented.

## **5. Master Engineer's Report Presentation**

This will be substantially similar to last month. No changes have been made to the costs or categories. The report reiterated the current cost as well as future District costs to allow for validation of the entire project including any expansion parcels.

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously approving the Master Engineer's Report, as presented.

#### **6. Consider Preliminary Phase 1 Master Special Assessment Methodology Report**

Mr. Candela presented the report, indicating that Table A reflected the cost from the Engineer's Report, Table B shows the bond sizing, Table C indicates the product types, Table D is the debt, Table E is the Max Debt Services and Table F is the annual debt assessment. This report is part of the statutory process in order to levy assessments.

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously approving the Phase I Master Special Assessment Methodology Report, as presented.

#### **7. Consider Resolution No. 2025-27 – Declaring Assessments**

Resolution No. 2025-27 was presented, entitled:

#### **RESOLUTION 2025-27**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INITIAL DISTRICT AREA PHASE I INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

This resolution is part of the statutory process to levy assessments.

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously adopting Resolution No. 2025-27, as presented.

#### **8. Consider Resolution No. 2025-28 – Setting a Public Hearing on Assessments**

Resolution No. 2025-28 was presented, entitled:

#### **RESOLUTION 2025-28**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REAGAN  
LANDING COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC  
HEARING TO BE HELD ON JANUARY 14, 2026, AT 9:00 A.M., FOR THE  
PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL  
ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT  
GENERALLY DESCRIBED AS THE REAGAN LANDING COMMUNITY  
DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190  
AND 197, FLORIDA STATUTES.**

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously adopting Resolution No. 2025-28, as presented, setting the Public Hearing for January 14, 2026, at 9:00 a.m.

**9. Discussion Regarding Anticipated Acquisition Items**

There is an acquisition agreement in place that allows for the District to accept assets from Pulte. In order to receive bond proceeds from any asset, the asset must be previously owned by the District. The District should acquire all eligible assets prior to being turned over to the end user in order to capture the funds.

There are some utilities that are going to be ready for conveyance in January.

A **motion** was made by Mr. Pereira, seconded by Mr. Platke and passed unanimously authorizing the Chair to execute outside of a meeting any documents needed to convey utility assets to the District.

**N. ADMINISTRATIVE MATTERS**

It was noted that the next meeting was scheduled for January 14, 2026, and the validation will be held on January 28, 2026.

**O. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**P. ADJOURNMENT**

There being no further business to come before the Board, Mr. Pereira made a **motion**, seconded by Mr. Platke and passed unanimously adjourning the meeting at 9:31 a.m.

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Chairperson

---

Secretary

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## AFFIDAVIT OF PUBLICATION

Laura Archer  
Reagan Landing Cdd c/o Special District Services Inc  
2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

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Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/02/2025

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Kaitlyn Felty

Notary, State of WI, County of Brown

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### NOTICE OF RULE DEVELOPMENT BY THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Reagan Landing Community Development District (the "District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District. The proposed rule number is 2026-01.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the proposed Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.0111, 286.012, 286.0113, 286.0114, 287.017, 287.055, and 287.084, Florida Statutes.

A copy of the proposed Rules of Procedure and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o Special District Services, 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922.

Michelle Krizen, District Manager  
Reagan Landing Community Development District  
REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT  
www.reaganlandingcdd.org  
Pub: Dec 2, 2025; #11865657

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KAITLYN FELTY  
Notary Public  
State of Wisconsin

Publication Date  
2025-12-12

Subcategory  
Miscellaneous Notices

**NOTICE OF RULEMAKING**

**REGARDING THE RULES OF PROCEDURE OF THE  
REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure (the Proposed Rule). The Proposed Rule number is 2026-01. Prior notice of rule development relative to the Proposed Rule was published in the Sarasota Herald Tribune on December 2, 2025.

A public hearing will be conducted by the Board of Supervisors (the Board) of the Reagan Landing Community Development District (the District) on January 14, 2026, at 9:00 a.m. at the Del Webb Catalina Sales Center, 4844 Starlight Beach Lane, Lakewood Ranch, Florida 34211 relative to the adoption of the Proposed Rule. Pursuant to Sections 190.011(5) and 190.012(3), Florida Statutes, the Proposed Rule will not require legislative ratification.

The summary, purpose and effect of the Proposed Rule is to provide for efficient and effective District operations and ensure compliance with recent changes to Florida law. The specific grant of rulemaking authority for the adoption of the Proposed Rule includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes. The specific laws implemented in the Proposed Rule include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 120.54, 120.542, 120.5435, 120.56, 120.69, 120.81, 189.053, 189.069, 190.006, 190.007, 190.008, 190.011, 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.012, 286.0113, 286.0114, 287.017, 287.055, and 287.084, Florida Statutes.

A statement of estimated regulatory costs, as defined in Section 120.541(2), Florida Statutes, has not been prepared relative to the Proposed Rule. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Managers Office.

For more information regarding the public hearing, the Proposed Rule, or for a copy of the Proposed Rule and the related incorporated documents, if any, please contact the District Manager c/o Special District Services, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph. (561) 630-4922, [mkrizen@sdsinc.com](mailto:mkrizen@sdsinc.com) (the District Managers Office).

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the public hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this public hearing because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Managers Office.

Michelle Krizen, District Manager

Reagan Landing Community Development District

[www.reaganlandingcdd.org](http://www.reaganlandingcdd.org)

PUBLISH: SARASOTA HERALD TRIBUNE 12/12/25#11897728

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REAGAN  
LANDING COMMUNITY DEVELOPMENT DISTRICT ADOPTING  
RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Reagan Landing Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE REAGAN LANDING COMMUNITY  
DEVELOPMENT DISTRICT:**

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

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

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of January, 2026.

**ATTEST:**

**REAGAN LANDING COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** Rules of Procedure

**EXHIBIT A**

**RULES OF PROCEDURE**

**RULES OF PROCEDURE  
REAGAN LANDING  
COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 2025**

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**Rule 1.0      General.**

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

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

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

**Rule 1.1      Board of Supervisors; Officers and Voting.**

(1) **Board of Supervisors.** The Board of Supervisors of the District (the “**Board**”) shall consist of five (5) members. Members of the Board (“**Supervisors**”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) **Officers.** At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

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

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

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.

(7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

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

**Law Implemented:** §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

(1) **District Offices.** Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior 24 months and next meeting;
- (b) Official minutes of meetings, including adopted resolutions of the Board;
- (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
- (d) Adopted engineer's reports;
- (e) Adopted assessment methodologies/reports;
- (f) Adopted disclosure of public financing;
- (g) Limited Offering Memorandum for each financing undertaken by the District;
- (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
- (i) District policies and rules;
- (j) Fiscal year end audits; and
- (k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

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

**Rule 1.3      Public Meetings, Hearings, and Workshops.**

(1) **Notice.** Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provided in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

- (a) The date, time and place of the meeting, hearing or workshop;
- (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
- (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
- (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
- (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

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

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comments
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments

## Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
- (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
- (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) **Security and Firesafety Board Discussions.** Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
  - (a) Prevent and detect “**fraud**,” “**waste**” and “**abuse**” as those terms are defined in section 11.45(1),
  - (b) Florida Statutes; and
  - (c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (d) Support economical and efficient operations; and
  - (e) Ensure reliability of financial records and reports; and
  - (f) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

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

**Rule 2.0      Rulemaking Proceedings.**

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

- (i) the subject area to be addressed by rule development;
- (ii) A short, plain explanation of the purpose and effect of the proposed rule;
- (iii) The grant of rulemaking authority for the proposed rule;
- (iv) The law being implemented;
- (v) The proposed rule number; and
- (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

(b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) **Notice of Rulemaking.**

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
  - (i) The proposed rule number;
  - (ii) The full text of the proposed rule or amendment and a summary thereof;<sup>1</sup>
  - (iii) The grant of rulemaking authority for the proposed rule;
  - (iv) The law being implemented or interpreted;
  - (v) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
  - (vi) A concise summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;

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<sup>1</sup> Only for special districts located in more than one county.

- (vii) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
- (viii) 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;
- (ix) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
- (x) The date, time, and location of the public hearing on the proposed rule;
- (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
- (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

(d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, any substantive change must be either be:
  1. Supported by the record of the public hearing held on the proposed rule;
  2. In response to written materials submitted to the District; or
  3. In response to an objection with the proposed rule by the District Board.
- (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

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

- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.
- (d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

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

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
  - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
  - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
    - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
    - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the "**Notice of Denial of Rulemaking Petition**"). The Notice of Denial of Rulemaking Petition

shall be published in a newspaper of general circulation within the county or counties in which the District is located.

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

(10) Public Hearing.

(a) 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 of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

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

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

(11) Emergency Rule Adoption.

(a) 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 or if the Legislature authorizes the District to adopt emergency rules. 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.

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and

its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

- (i) The full text of the rule(s); and
- (ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

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

- (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the "**Notice of Renewal of Emergency Rule**") shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
- (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for

adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
- (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
  - (i) The full text of the emergency rule and a summary thereof;
  - (ii) The rule number; and
  - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12) **Negotiated Rulemaking.** The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.

(13) **Rulemaking Record.** In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

- (a) A copy of the rule;
- (b) Any material incorporated by reference in the rule;
- (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
- (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
  - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption

by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be *de novo* in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
  - (i) Administer oaths and affirmations;
  - (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) **Variances and Waivers.** A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or

part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
  - (i) The rule from which a variance or waiver is requested;
  - (ii) The type of action requested;
  - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
  - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner’s written request to finish processing the petition. The District’s statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District’s action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
  - (i) Is a valid exercise of delegated legislative authority;
  - (ii) Has current statutory authority;
  - (iii) Reiterates or paraphrases statutory material;
  - (iv) Is in proper form;
  - (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
  - (vi) Requires a technical or substantive update to reflect current use; and
  - (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the "**Rule Review Resolution**"):
  - (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
    1. A copy of the reviewed rule;

2. A written statement of its intended action; and
3. Its assessment of factors specified in Section 16(c) of this Rule.

(ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
2. A written statement of its intended action;
3. Its assessment of the factors specified in Section 16(c) of this Rule; and
4. The facts and circumstances justifying the technical change or changes to the reviewed rule.

(iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:

1. A copy of the reviewed rule;
2. The recommended change or changes coded by underlining new text and striking through deleted text;
3. A written statement of its intended action; and
4. Its assessment of factors specified in Section 16(c) of this Rule.

(iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:

1. A written statement of its intended action; and

2. Its assessment of factors specified in subsection 16(c) of this Rule.

(e) The rule review is completed upon the District's adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved by the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review ("Notice of Completed Rule Review") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

(17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

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

**Rule 3.0      Competitive Purchase.**

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

(e) **“Design-Build Firm”** means a partnership, corporation or other legal entity that:

- (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) **“Design Criteria Package”** means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) **“Design Criteria Professional”** means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

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

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

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

(p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

- (i) The ability and adequacy of the professional personnel employed by the entity/individual;
- (ii) The past performance of the entity/individual for the District and in other professional employment;
- (iii) The willingness of the entity/individual to meet time and budget requirements;
- (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
- (v) The recent, current, and projected workloads of the entity/individual;
- (vi) The volume of work previously awarded to the entity/individual;
- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise.

(q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

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

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

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

**Rule 3.1      Procedure Under the Consultants' Competitive Negotiations Act.**

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that “wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting.” In addition, any professional service contract under which such a certificate is required, shall contain a provision that “the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.”

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

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

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

## Rule 3.2      **Procedure Regarding Auditor Selection.**

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

- (1) **Establishment of Auditor Selection Committee.** Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (2) **Establishment of Minimum Qualifications and Evaluation Criteria.** Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) **Minimum Qualifications.** In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) **Committee's Evaluation of Proposals and Recommendation.** The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(6) **Board Selection of Auditor.**

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

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

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

(8) **Notice of Award.** Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

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

**Rule 3.3      Purchase of Insurance.**

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

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

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

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

**Law Implemented:** § 112.08, Fla. Stat.

## **Rule 3.4      Pre-qualification**

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

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

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

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

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

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

(2) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5      Construction Contracts, Not Design-Build.**

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

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

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

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (1) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

**Rule 3.6      Construction Contracts, Design-Build.**

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

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

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

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

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

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

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

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

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

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

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

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

**Rule 3.7      Payment and Performance Bonds.**

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

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

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8      Goods, Supplies, and Materials.**

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

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

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

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

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

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

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

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

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

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

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

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

**Rule 3.9      Maintenance Services.**

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

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

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

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

**Rule 3.10      Contractual Services.**

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

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

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

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

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

(1)      Filing.

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

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

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

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.  
Law Implemented: §§ 120.69(2)(a), 190.033, Fla. Stat.

**Rule 4.0        Effective Date.**

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

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

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

# LOCALiQ

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## AFFIDAVIT OF PUBLICATION

Laura Archer  
Reagan Landing Cdd c/o Special District Services Inc  
2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207

### STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

SAR Herald-Tribune 12/23/2025, 12/30/2025  
SAR heraldtribune.com 12/23/2025, 12/30/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/30/2025

Legal Clerk  
Notary, State of WI, County of Brown

3-7-27

My commission expires

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REAGAN LANDING COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC HEARING TO  
CONSIDER THE ADOPTION OF THE  
FISCAL YEAR 2026 PROPOSED  
BUDGET; AND, NOTICE OF REGU-  
LAR BOARD OF SUPERVISORS'  
MEETING

The Board of Supervisors ("Board") for the Reagan Landing Community Development District ("District") will hold a public hearing and a regular meeting as follows:

DATE: January 14, 2026

TIME: 9:00 a.m.  
LOCATION: Del Webb Catalina  
Sales Center  
4844 Starlight Beach Lane  
Lakewood Ranch, Florida 34211

The purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Proposed Budget"). A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 ("District Manager's Office"), during normal business hours.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Michelle Krizen  
District Manager  
REAGAN LANDING COMMUNITY  
DEVELOPMENT DISTRICT  
[www.reaganlandingcdd.org](http://www.reaganlandingcdd.org)  
PUBLISH: SARASOTA HERALD  
TRIBUNE 12/23/25 & 12/30/25

KAITLYN FELTY  
Notary Public  
State of Wisconsin



**RESOLUTION 2026-02**  
**[FY 2026 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Reagan Landing Community Development District (“**District**”), proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

**WHEREAS**, the District Manager will post the Proposed Budget on the District’s website in accordance with Chapter 189, *Florida Statutes*; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Reagan Landing Community Development District for the Fiscal Year Ending September 30, 2026.”

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2026 or within 60 days following the end of the FY 2026 may amend its Adopted Budget for that fiscal year as follows:

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

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 14<sup>TH</sup> DAY OF JANUARY, 2026.**

ATTEST:

**REAGAN LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair / Vice Chair, Board of Supervisors

**Exhibit A:** FY 2026 Budget

**Exhibit A**

**FY 2026 Budget**

**Reagan Landing  
Community Development District**

**Final Budget For  
Fiscal Year 2025/2026**

**November 12, 2025 - September 30, 2026**

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**FINAL BUDGET**  
**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2025/2026**  
**NOVEMBER 12, 2025 - SEPTEMBER 30, 2026**

		<b>FISCAL YEAR</b> <b>2025/2026</b> <b>BUDGET</b>
<b>REVENUES</b>		
O&M (Operation & Maintenance) Assessments		0
Developer Contribution		172,000
Debt Assessments		0
Interest Income		200
<b>TOTAL REVENUES</b>		<b>\$ 172,200</b>
<b>EXPENDITURES</b>		
<b>Administrative Expenditures</b>		
Supervisor Fees		0
Payroll Taxes (Employer)		0
Management		30,000
Legal		24,000
Assessment Roll		5,000
Audit Fees		0
Arbitrage Rebate Fee		0
Insurance		6,500
Legal Advertisements		24,000
Miscellaneous		2,500
Postage		300
Office Supplies		1,200
Dues & Subscriptions		175
Website Management & ADA Compliance		2,500
Trustee Fees		0
Continuing Disclosure Fee		0
<b>Total Administrative Expenditures</b>		<b>\$ 96,175</b>
<b>Maintenance Expenditures</b>		
Engineering/Inspections		25,000
Lake Bank Maintenance		10,200
Preserve Maintenance		10,200
Pipe Inspection/Maintenance		10,200
Miscellaneous Maintenance		10,200
Maintenance/Contingency		10,225
<b>Total Maintenance Expenditures</b>		<b>\$ 76,025</b>
<b>Total O&amp;M Expenditures</b>		<b>\$ 172,200</b>
<b>REVENUES LESS EXPENDITURES</b>		<b>\$ -</b>
Bond Payments		0
<b>BALANCE</b>		<b>\$ -</b>
County Appraiser & Tax Collector Fee		0
Discounts For Early Payments		0
<b>EXCESS/ (SHORTFALL)</b>		<b>\$ -</b>

Note: If District Were On The Assessment Roll - O&M Rate Would Be \$400.00 (430 Units)

**DETAILED FINAL BUDGET**  
**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2025/2026**  
**NOVEMBER 12, 2025 - SEPTEMBER 30, 2026**

	FISCAL YEAR 2023/2024 ACTUAL	FISCAL YEAR 2024/2025 BUDGET	FISCAL YEAR 2025/2026 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M (Operation & Maintenance) Assessments	0	0	0	
Developer Contribution	0	0	172,000	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	0	200	
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>172,200</b>
<b>EXPENDITURES</b>				
<b>Administrative Expenditures</b>				
Supervisor Fees	0	0	0	Supervisor Fees
Payroll Taxes (Employer)	0	0	0	8% Of Supervisor Fees
Management	0	0	30,000	Ten Months X \$3,000
Legal	0	0	24,000	High Legal Costs In Initial Months
Assessment Roll	0	0	5,000	Fee For 2026 (11-1-26) Assessment Roll
Audit Fees	0	0	0	Commences In Fiscal Year Following Issuing Of Bond
Arbitrage Rebate Fee	0	0	0	Commences In Fiscal Year Following Issuing Of Bond
Insurance	0	0	6,500	Insurance Estimate
Legal Advertisements	0	0	24,000	High Legal Advertising Costs In Initial Months
Miscellaneous	0	0	2,500	
Postage	0	0	300	
Office Supplies	0	0	1,200	High Office Supplies Costs In Initial Months
Dues & Subscriptions	0	0	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	0	0	2,500	Ten Months X \$250
Trustee Fees	0	0	0	Commences In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	0	0	Commences In Fiscal Year Following Issuing Of Bond
<b>Total Administrative Expenditures</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>96,175</b>
<b>Maintenance Expenditures</b>				
Engineering/Inspections	0	0	25,000	Engineers Report To Be Included In Bond Cost Of Issuance
Lake Bank Maintenance	0	0	10,200	Lake Bank Maintenance
Preserve Maintenance	0	0	10,200	Preserve Maintenance
Pipe Inspection/Maintenance	0	0	10,200	Pipe Inspection/Maintenance
Miscellaneous Maintenance	0	0	10,200	Miscellaneous Maintenance
Maintenance/Contingency	0	0	10,225	Maintenance/Contingency
<b>Total Maintenance Expenditures</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>76,025</b>
<b>Total O&amp;M Expenditures</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>172,200</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
Bond Payments	0	0	0	
<b>BALANCE</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>

Note: If District Were On The Assessment Roll - O&M Rate Would Be \$400.00 (430 Units)

Publication Date  
2025-12-24

Subcategory  
Miscellaneous Notices

REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF THE DISTRICTS INTENT TO USE THE UNIFORM METHOD  
OF COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Reagan Landing Community Development District (District) intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on January 14, 2026 at 9:00 a.m. at the Del Webb Catalina Sales Center, 4844 Starlight Beach Lane, Lakewood Ranch, Florida 34211.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (Uniform Method) to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services, and improvements within and without the boundaries of the District, to consist of, among other things, offsite roadways, sanitary sewer collection system, water distribution system, stormwater management system, and/or any other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Managers office at 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Managers Office.

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

Michelle Krizen  
District Manager

REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT

[www.reaganlandingcdd.org](http://www.reaganlandingcdd.org)

PUBLISH: SARASOTA HERALD TRIBUNE 12/18/25, 12/24/25, 12/31/25 & 01/07/26

**RESOLUTION 2026-03**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Reagan Landing Community Development District (the "District") was established pursuant to the provisions of Chapter 190, *Florida Statutes* (the "Act"), which authorizes the District to levy certain special assessments pursuant to Chapter 170, 190, and 197 *Florida Statutes*, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Manatee County for four (4) consecutive weeks prior to such hearing.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the uniform method of collecting special assessments imposed by the District as provided in Chapters 170, 190, and 197, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Manatee County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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

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

**PASSED AND ADOPTED** this 14<sup>th</sup> day of January, 2026.

ATTEST:

**REAGAN LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Legal Description

## EXHIBIT A

### Legal Description

**DESCRIPTION:** A parcel of land lying in Section 23, Township 34 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 23, run thence along the North boundary of the Northeast 1/4 thereof, N.89°32'25"W., a distance of 1311.93 feet; thence departing said North boundary, S.00°27'35"W., a distance of 53.62 feet to a point on the Southerly Maintained Right of Way of Upper Manatee River Road for a **POINT OF BEGINNING**; thence continue S.00°51'06"W., a distance of 2348.20 feet to the Northwesterly Maintained Right of Way of Rye Road NE; thence along said Northwesterly Maintained Right of Way, S.50°15'27"W., a distance of 1557.19 feet; thence departing said Northwesterly Maintained Right of Way, N.39°44'33"W., a distance of 90.58 feet; thence N.24°53'50"E., a distance of 33.96 feet; thence N.15°46'36"E., a distance of 54.02 feet; thence N.12°08'24"E., a distance of 65.40 feet; thence N.12°28'21"E., a distance of 226.00 feet; thence N.15°18'52"E., a distance of 51.36 feet; thence N.22°29'18"E., a distance of 51.39 feet; thence N.29°41'25"E., a distance of 51.34 feet; thence N.33°47'52"E., a distance of 179.11 feet; thence N.39°30'17"W., a distance of 4.93 feet; thence Northwesterly, 102.80 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 19°38'01" (chord bearing N.49°19'18"W., 102.30 feet); thence Westerly, 37.99 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 87°03'50" (chord bearing S.77°19'46"W., 34.44 feet); thence S.33°47'52"W., a distance of 38.30 feet; thence N.56°12'08"W., a distance of 50.00 feet; thence N.33°47'52"E., a distance of 22.96 feet; thence Northerly, 47.90 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 109°46'38" (chord bearing N.21°05'27"W., 40.90 feet); thence Westerly, 93.10 feet along the arc of a compound curve to the left having a radius of 175.00 feet and a central angle of 30°28'58" (chord bearing S.88°46'44"W., 92.01 feet); thence Westerly, 81.11 feet along the arc of a reverse curve to the right having a radius of 1350.00 feet and a central angle of 03°26'33" (chord bearing S.75°15'31"W., 81.10 feet); thence N.13°01'12"W., a distance of 179.99 feet; thence S.78°29'36"W., a distance of 61.73 feet; thence S.81°30'54"W., a distance of 61.73 feet; thence S.84°32'18"W., a distance of 61.73 feet; thence S.87°33'43"W., a distance of 61.73 feet; thence N.89°24'53"W., a distance of 61.73 feet; thence N.86°23'29"W., a distance of 61.73 feet; thence N.83°05'00"W., a distance of 70.69 feet; thence N.79°45'05"W., a distance of 70.69 feet; thence N.76°26'35"W., a distance of 61.73 feet; thence N.73°31'17"W., a distance of 61.80 feet; thence N.72°42'50"W., a distance of 19.00 feet; thence N.17°17'10"E., a distance of 337.00 feet; thence N.53°12'52"E., a distance of 121.01 feet; thence S.82°50'12"E., a distance of 587.25 feet; thence N.70°33'35"E., a distance of 346.30 feet; thence N.10°54'56"W., a distance of 188.26 feet; thence Northwesterly, 130.01 feet along the arc of a non-tangent curve to the right having a radius of 250.00 feet and a central angle of 29°47'50" (chord bearing N.52°14'47"W., 128.55 feet); thence Westerly, 37.15 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and a central angle of 85°07'52" (chord bearing N.79°54'48"W., 33.82 feet); thence N.33°36'57"W., a distance of 50.00 feet; thence Northerly, 39.28 feet along

the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°01'20" (chord bearing N.12°30'34"E., 35.36 feet); thence N.32°28'44"W., a distance of 105.00 feet; thence S.57°31'16"W., a distance of 137.71 feet; thence S.58°02'27"W., a distance of 54.29 feet; thence S.83°58'09"W., a distance of 47.07 feet; thence N.76°23'02"W., a distance of 456.73 feet; thence N.13°36'58"E., a distance of 31.56 feet; thence N.08°28'52"E., a distance of 173.97 feet; thence N.13°25'54"E., a distance of 51.15 feet; thence N.19°50'35"E., a distance of 20.41 feet; thence N.58°41'39"W., a distance of 131.32 feet; thence N.24°10'20"E., a distance of 102.69 feet; thence Easterly, 42.38 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 97°08'01" (chord bearing N.72°44'21"E., 37.49 feet); thence N.31°18'21"E., a distance of 50.00 feet; thence N.58°41'39"W., a distance of 12.52 feet; thence Northerly, 36.16 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 82°51'59" (chord bearing N.17°15'39"W., 33.09 feet); thence N.24°10'20"E., a distance of 52.00 feet; thence S.65°49'40"E., a distance of 130.00 feet; thence N.24°10'20"E., a distance of 438.85 feet; thence N.25°04'03"E., a distance of 10.00 feet; thence N.29°39'54"E., a distance of 41.33 feet; thence N.37°04'10"E., a distance of 41.33 feet; thence N.44°28'26"E., a distance of 41.33 feet; thence N.51°52'42"E., a distance of 41.33 feet; thence N.59°16'58"E., a distance of 41.33 feet; thence N.66°41'15"E., a distance of 41.33 feet; thence N.74°05'31"E., a distance of 41.33 feet; thence N.12°12'21"W., a distance of 130.00 feet; thence N.09°03'55"W., a distance of 50.07 feet; thence Easterly, 21.70 feet along the arc of a non-tangent curve to the right having a radius of 500.00 feet and a central angle of 02°29'10" (chord bearing N.79°21'06"E., 21.69 feet); thence N.09°24'19"W., a distance of 131.00 feet; thence N.01°05'28"E., a distance of 50.08 feet to aforesaid Southerly Maintained Right of Way of Upper Manatee River Road; thence along said Southerly Maintained Right of Way, S.89°12'54"E., a distance of 1337.01 feet to the **POINT OF BEGINNING**.

Containing 98.303 acres, more or less.

# LOCALiQ

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## **AFFIDAVIT OF PUBLICATION**

Laura Archer  
Reagan Landing Cdd c/o Special District Services Inc  
2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Herald-Tribune, published in Sarasota County, Florida; with circulation in Sarasota, Manatee and Charlotte Counties; that the attached copy of advertisement, being a , was published on the publicly accessible website of Sarasota, Manatee and Charlotte Counties, Florida, or in a newspaper by print in the issues of, on:

SAR Herald-Tribune 12/17/2025, 12/24/2025

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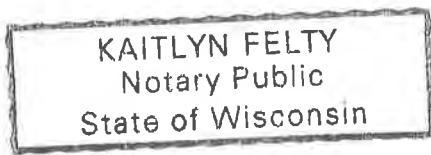
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**RESOLUTION 2026-04**

A RESOLUTION OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATION AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

**RECITALS**

**WHEREAS**, Reagan Landing Community Development District (the "District") previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District Board of Supervisors (the "Board") noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct offsite roadways, sanitary sewer collection system, water distribution system, stormwater management system, and other infrastructure projects, and services necessitated by the development of, and serving

lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue capital improvement revenue bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that: (i) the District provide the public infrastructure necessary for development of Phase 1 of the overall development and for the initially established area of the District (the "Project"), the nature and location of which was initially described in Resolution 2025-27 and is shown in the *Reagan Landing Community Development District, Master Report of District Engineer*, dated October 2025 (the "Engineer's Report"), and which Project's plans and specifications are on file in the District's records office at 2501A Burns Road, Palm Beach Gardens, Florida 33410; (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Project, the levying of such Special Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Revenue Bonds, in one or more series (the "Bonds").

(g) By Resolution 2025-27, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2025-27 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2025-27, said Resolution 2025-27 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2025-27, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2025-28 fixing the time and place of a public

hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to: (i) the propriety and advisability of making the infrastructure improvements constituting the Project, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On January 14, 2026, at the time and place specified in Resolution 2025-28, and notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties within the District specially benefited thereby using the method determined by the Board set forth in the *Phase 1 Master Special Assessment Methodology Report*, dated December 10, 2025 (the "Assessment Report") attached hereto as **Exhibit B** and incorporated herein by this reference, which results in allocation of assessments in the manner set forth in the final assessment roll included therein (the "Special Assessments"); and

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

**SECTION 3. AUTHORIZATION OF DISTRICT PROJECT.** That certain Project for construction

of infrastructure improvements initially described in Resolution 2025-27, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

**SECTION 4. ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Project and the costs to be paid by Special Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

**SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS.** The Special Assessments on parcels specially benefited by the Project, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project

has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

## **SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time, subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to the Special Assessments may prepay the entire remaining balance of the Special Assessments at any time or a fifty percent (50%) portion of the remaining balance of the Special Assessment once if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such special assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Lee County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

## **SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.**

(a) There may be required from time to time certain true-up payments as specified the Assessment Report and in supplemental assessment methodology reports. As parcels of land or lots are platted, the Special Assessments securing the Bonds shall be allocated as set forth in such reports. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, site development approval or other method of assigning uniting to property, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units being platted and the remaining property in accordance with such the Assessment Report and supplemental assessment methodology reports, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with Pulte Home Company, LLC, that they intend to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such

subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

**SECTION 9. PROPERTY OWNED BY HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS OR GOVERNMENTAL ENTITIES.** Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**SECTION 10. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Sarasota County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**SECTION 11. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 12. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 13. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

*[continued on following page]*

APPROVED AND ADOPTED THIS 14<sup>H</sup> DAY OF JANUARY, 2026.

REAGAN LANDING COMMUNITY DEVELOPMENT  
DISTRICT

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Secretary / Assistant Secretary

Chairperson, Board of Supervisors

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**Exhibit A:** *Reagan Landing Community Development District, Master Report of District Engineer*, dated October 2025

**Exhibit B:** *Phase 1 Master Special Assessment Methodology Report*, dated December 10, 2025

**Exhibit A**

*Reagan Landing Community Development District, Master Report of District Engineer,  
dated October 2025*

Reagan Landing  
Community Development District

Master Report of District Engineer

Prepared for:  
Board of Supervisors of the  
Reagan Landing Community Development District

Prepared by:

Heidt Design, LLC

October 2025

---

Strickland T. Smith, PE      Date  
District Engineer  
Florida Registration #50652

## 1.0 Introduction

Reagan Landing (the “Development”) is a master planned community located in Manatee County near the intersection of Upper Manatee River Road and Rye Road. See Exhibit A - Location Map. There are two main access points to the community, one from Upper Manatee River Road on the north side and one on the south side on Rye Road. The Development is 223.29 acres in size and is zoned Planned Development Residential (PDR). The Development will consist of single-family residential units, an amenity center, and various open spaces for resident use. The PDR approval allows for a maximum of 500 units. The current approved Final Site Plan includes 430 units (Phase 1 – 148 Units).

The Reagan Landing Community Development District (“District”), a local unit of special purpose government, was established by Manatee County Ordinance 25-53 effective on November 7, 2025, for the purpose of constructing and/or acquiring, maintaining and operating all or a portion of the public improvements and community facilities within the District. The District boundary encompasses Phase 1 of the Development and includes 98.30 ac. See Exhibit B – Phase I Legal Description. Phases II and III of the Development are anticipated as a potential future expansion parcel within the boundaries of the District that includes 124.63 ac. See Exhibit C – Future Expansion Legal Description.

The purpose of this Engineers Report (the “Report”) is to provide a description of the improvements that may be financed by the District (“the Capital Improvement Plan” or “CIP”). Public infrastructure and land improvements needed to serve the District include construction of offsite turn lanes on Upper Manatee River Road and Rye Road, mass grading (excluding private lots), surface water management, gravity sewer system including one (1) sewage pump station and associated force main, and potable water distribution system.

This Report reflects the District’s present intentions. The implementation and completion of any improvement outlined in this Report requires final approval by the District’s Board of Supervisors, including the awarding of contracts for the construction of the improvements when the District is performing the work. Cost estimates contained in this Report have been prepared based on the best available information. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein may be reasonably expected to adequately fund the CIP described and the contingency costs included are reasonable.

## 2.0 Infrastructure Improvements

The CIP includes infrastructure improvements that will provide special benefit to all assessable land within the District. The required improvements included in the CIP are more specifically described below.

### 2.1 Offsite Roadways

The District presently intends to provide funding for the offsite roadway improvements required to support the District. Left and right turn lanes are required to be constructed on Upper Manatee River Road and Rye Road at the project entrances. These improvements will be owned and maintained by Manatee County. Local roadways within the development are private and will be owned and maintained

by the Reagan Landing Homeowners Association. Any impact fees for offsite can be financed by the District.

#### 2.2 Sanitary Sewer Collection System

The District will finance the sanitary sewer collection system for the District. The sanitary sewer system consists of one (1) lift station and the associated gravity sewer needed to serve the District. An 8" force main will run from the onsite lift station to the existing force main on Rye Road. Upon completion of the sanitary sewer construction, the system will be owned and maintained by Manatee County Utilities. See Appendix D, Master Utility Exhibit, for a graphic representation of the master sewer system.

#### 2.3 Water Distribution System

The District will finance the water distribution system for the Development. The system will consist of a series of water distribution mains to serve the residential units with potable water. The onsite water mains will connect to existing water mains within Upper Manatee River Road and Rye Road. The water distribution system will be owned and maintained by Manatee County Utilities. See Appendix D, Master Utility Exhibit, for a graphic representation of the master water system.

#### 2.4 Stormwater Management System

A comprehensive system of surface water management ponds, consisting primarily of wet detention ponds, are proposed to manage the water quality and quantity impacts associated with the District. These ponds will provide water quality treatment and stormwater runoff attenuation, designed in accordance with the Southwest Florida Water Management District's (SWFWMD) Basis of Review and the Manatee County Land Development Code and Stormwater Technical Manual. Additionally, these ponds will provide 100-year flood control, conveyance of stormwater through and around the District and for the ongoing function of the onsite natural wetland systems.

Material excavated from surface water management ponds and/or floodplain management ponds is anticipated to remain within the Development for use in road subbase, perimeter berms, and site grading. However, any grading in connection with the preparation of pads for private home sites or on other private property within the Development will not be funded by the District. Any material excavated from ponds or mitigation areas constructed on lands owned by the District shall only be used for improvements within the CIP. Upon completion of the stormwater management system, it will be owned and maintained by the District.

#### 2.8 Professional Services

Professional Fees include civil engineering costs for site design, permitting, inspection, and master planning, survey costs for construction staking and as-built drawings (for CIP related improvements only) as well as preparation of preliminary and final plats, geotechnical costs for pre-design soil borings, underdrain analyses and construction inspection, and architectural costs for landscape and recreation design. Also included in this category are fees associated with environmental consultation and permitting, and any other miscellaneous professional fees.

### 3.0 Ownership and Maintenance

Ownership and maintenance of the improvements is generally anticipated as set forth in Exhibit E.

It is anticipated that, in addition to the annual non-ad valorem assessments to be levied and collected by the District to pay debt service on its bonds, the District should levy and collect an annual "Maintenance Assessment" to be determined, assessed, and levied by the District's Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

### 4.0 Permit Status

The required infrastructure improvements for the construction of the District are contained in the Preliminary Site Plan/Final Site Plan/Preliminary Plat and Construction Plans for the project. These plans have been approved by Manatee County and the Southwest Florida Water Management District (SWFWMD) and Manatee County. Additionally, water and sewer permits from the Florida Department of Environmental Protection have been obtained. The status of all required permits can be found in Exhibit F.

### 5.0 Estimated Capital Improvement Costs

The Engineers Estimate of Probable Cost of the CIP is set forth in Exhibit G at the end of this report.

### 6.0 Engineer's Opinion

It is my professional opinion that the summary of costs listed in Exhibit G is enough to complete the construction of the items intended.

It is my professional opinion that the infrastructure costs associated herein for the total improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the lands within the District equal to or in excess of the costs thereof. All infrastructure costs are public improvements or community facilities as set forth in Sections 190.012(1) and (2) of the Florida Statutes.

The estimate of infrastructure construction costs is only an estimate and not a guaranteed maximum price. The estimated cost is based on current unit prices for ongoing and comparable items of work in Manatee County and quantities as represented on construction plans.

The labor market, future costs of equipment and materials, increased regulatory actions and the actual construction process are all beyond control. Due to this inherent opportunity for fluctuation of cost, the total final cost may be than this estimate.

Assuming project construction continues in a timely manner, it is our opinion that the proposed improvements, if constructed and built in substantial accordance with the approved plans and specifications, can be completed and meet their intended functions. Where necessary, historical costs, information from other professional or utility consultants and contractors have been used in preparation of this report. Consultants and contractors who have contributed to providing the cost data

included in this report are reputable entities in the Manatee County area. It is therefore our opinion that the construction of the proposed project can be completed at the cost stated.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be addressed at the expense of the developer. The District will pay the lesser of the cost of the components of the CIP or the fair market value.



# Exhibit B

## (Not A Survey)

### DESCRIPTION:

A parcel of land lying in Section 23, Township 34 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 23, run thence along the North boundary of the Northeast 1/4 thereof, N.89°32'25"W., a distance of 1311.93 feet; thence departing said North boundary, S.00°27'35"W., a distance of 53.62 feet to a point on the Southerly Maintained Right of Way of Upper Manatee River Road for a POINT OF BEGINNING; thence continue S.00°51'06"W., a distance of 2348.20 feet to the Northwesterly Maintained Right of Way of Rye Road NE; thence along said Northwesterly Maintained Right of Way, S.50°15'27"W., a distance of 1557.19 feet; thence departing said Northwesterly Maintained Right of Way, N.39°44'33"W., a distance of 90.58 feet; thence N.24°53'50"E., a distance of 33.96 feet; thence N.15°46'36"E., a distance of 54.02 feet; thence N.12°08'24"E., a distance of 65.40 feet; thence N.12°28'21"E., a distance of 226.00 feet; thence N.15°18'52"E., a distance of 51.36 feet; thence N.22°29'18"E., a distance of 51.39 feet; thence N.29°41'25"E., a distance of 51.34 feet; thence N.33°47'52"E., a distance of 179.11 feet; thence N.39°30'17"W., a distance of 4.93 feet; thence Northwesterly, 102.80 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 19°38'01" (chord bearing N.49°19'18"W., 102.30 feet); thence Westerly, 37.99 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 87°03'50" (chord bearing S.77°19'46"W., 34.44 feet); thence S.33°47'52"W., a distance of 38.30 feet; thence N.56°12'08"W., a distance of 50.00 feet; thence N.33°47'52"E., a distance of 22.96 feet; thence Northerly, 47.90 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 109°46'38" (chord bearing N.21°05'27"W., 40.90 feet); thence Westerly, 93.10 feet along the arc of a compound curve to the left having a radius of 175.00 feet and a central angle of 30°28'58" (chord bearing S.88°46'44"W., 92.01 feet); thence Westerly, 81.11 feet along the arc of a reverse curve to the right having a radius of 1350.00 feet and a central angle of 03°26'33" (chord bearing S.75°15'31"W., 81.10 feet); thence N.13°01'12"W., a distance of 179.99 feet; thence S.78°29'36"W., a distance of 61.73 feet; thence S.81°30'54"W., a distance of 61.73 feet; thence S.84°32'18"W., a distance of 61.73 feet; thence S.87°33'43"W., a distance of 61.73 feet; thence N.89°24'53"W., a distance of 61.73 feet; thence N.86°23'29"W., a distance of 61.73 feet; thence N.83°05'00"W., a distance of 70.69 feet; thence N.79°45'05"W., a distance of 70.69 feet; thence N.76°26'35"W., a distance of 61.73 feet; thence N.73°31'17"W., a distance of 61.80 feet; thence N.72°42'50"W., a distance of 19.00 feet; thence N.17°17'10"E., a distance of 337.00 feet; thence N.53°12'52"E., a distance of 121.01 feet; thence S.82°50'12"E., a distance of 587.25 feet; thence N.70°33'35"E., a distance of 346.30 feet; thence N.10°54'56"W., a distance of 188.26 feet; thence Northwesterly, 130.01 feet along the arc of a non-tangent curve to the right having a radius of 250.00 feet and a central angle of 29°47'50" (chord bearing N.52°14'47"W., 128.55 feet); thence Westerly, 37.15 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and a central angle of 85°07'52" (chord bearing N.79°54'48"W., 33.82 feet); thence N.33°36'57"W., a distance of 50.00 feet; thence Northerly, 39.28 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°01'20" (chord bearing N.12°30'34"E., 35.36 feet); thence N.32°28'44"W., a distance of 105.00 feet; thence S.57°31'16"W., a distance of 137.71 feet; thence S.58°02'27"W., a distance of 54.29 feet; thence S.83°58'09"W., a distance of 47.07 feet; thence N.76°23'02"W., a distance of 456.73 feet; thence N.13°36'58"E., a distance of 31.56 feet; thence N.08°28'52"E., a distance of 173.97 feet; thence N.13°25'54"E., a distance of 51.15 feet; thence N.19°50'35"E., a distance of 20.41 feet; thence N.58°41'39"W., a distance of 131.32 feet; thence N.24°10'20"E., a distance of 102.69 feet; thence Easterly, 42.38 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 97°08'01" (chord bearing N.72°44'21"E., 37.49 feet); thence N.31°18'21"E., a distance of 50.00 feet; thence N.58°41'39"W., a distance of 12.52 feet; thence Northerly, 36.16 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 82°51'59" (chord bearing N.17°15'39"W., 33.09 feet); thence N.24°10'20"E., a distance of 52.00 feet; thence S.65°49'40"E., a distance of 130.00 feet; thence N.24°10'20"E., a distance of 438.85 feet; thence N.25°04'03"E., a distance of 10.00 feet; thence N.29°39'54"E., a distance of 41.33 feet; thence N.37°04'10"E., a distance of 41.33 feet; thence N.44°28'26"E., a distance of 41.33 feet; thence N.51°52'42"E., a distance of 41.33 feet; thence N.59°16'58"E., a distance of 41.33 feet; thence N.66°41'15"E., a distance of 41.33 feet; thence N.74°05'31"E., a distance of 41.33 feet; thence N.12°12'21"W., a distance of 130.00 feet; thence N.09°03'55"W., a distance of 50.07 feet;

(See Sheet 2 for continued description)

**Jack M. Greene**  
Digitally signed by Jack M. Greene  
DN: c=US, st=Florida,  
l=Tampa, o=GeoPoint  
Surveying, Inc.,  
ou=Professional Surveyor and  
Mapper, cn=Jack M. Greene,  
email=JackG@geopointsurve  
.com  
Date: 2025.08.06 10:54:54  
-04'00'  
  
Jack M. Greene      LS6506

JOB: Reagan Landing Phase I CDD		
DRAWN: NMV	DATE: 07/28/25	CHECKED: MC
Prepared For: Pulte Home Company LLC		
Revisions		
DATE	DESCRIPTION	DRAWN
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----	----	----
----	----	----

www.GeoPoint.org  
Licensed Business  
No.: LB 7768  
  
**GeoPoint**  
213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Fax: (813) 248-2266

# Exhibit B

## (Not A Survey)

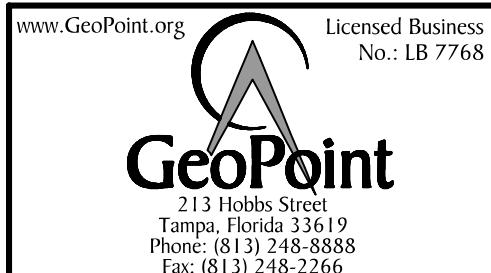
### **CONTINUED DESCRIPTION:**

thence Easterly, 21.70 feet along the arc of a non-tangent curve to the right having a radius of 500.00 feet and a central angle of 02°29'10" (chord bearing N.79°21'06"E., 21.69 feet); thence N.09°24'19"W., a distance of 131.00 feet; thence N.01°05'28"E., a distance of 50.08 feet to aforesaid Southerly Maintained Right of Way of Upper Manatee River Road; thence along said Southerly Maintained Right of Way, S.89°12'54"E., a distance of 1337.01 feet to the POINT OF BEGINNING.

Containing 98.303 acres, more or less.

### **SURVEYOR'S NOTES:**

- 1) Bearings shown hereon are based on the North boundary of the Northeast 1/4 of Section 23, Township 34 South, Range 19 East, Manatee County, Florida, having a Grid bearing of N.89°32'25"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, 5J-17.052, and 5J-17-053, Florida administrative code, pursuant to Section 472.027, Florida statutes.
- 3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
- 4) See Sheet 3 for Sketch.
- 5) See Sheet 4 for line and curve tables.



# Exhibit B

(Not A Survey)

SOUTHERLY MAINTAINED RIGHT OF WAY LINE  
OF UPPER MANATEE RIVER ROAD BASED ON  
FENCE LOCATION PER COUNTY, JOSH LYON  
AND ERIK THOMPSON, 2022-7-14

NORTH BOUNDARY OF THE  
NORTHEAST 1/4 OF SECTION 23  
(BASIS OF BEARINGS)

14 13

UPPER MANATEE  
RIVER ROAD  
MAINTAINED RIGHT  
OF WAY (WIDTH  
VARIES)

$N24^{\circ}10'20"E$   
438.85'

$S89^{\circ}12'54"E$  1337.01'

POINT OF BEGINNING

L1 N89°32'25"W 1311.93'

23 24

POINT OF  
COMMENCEMENT

NORtheast CORNER OF  
SECTION 23

SECTION 23-34S-19E  
SECTION 24-34S-19E

WEST BOUNDARY OF THE  
NORTHEAST 1/4 OF SECTION 23

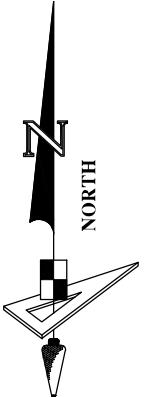
REAGAN LANDING  
PHASE I CDD  
AREA=98.303 acres,  
more or less.

Parcel Identification: 556700309  
Owner: REAGAN FAMILY RANCH LLC  
Official Record Instrument:  
202441074439

$S00^{\circ}51'06"W$  2348.20'

Parcel Identification: 556600259  
Owner: QUITY TRUST  
COMPANY FBO JOHN  
AFFOLTER IRA

Parcel Identification: 556600759  
Owner: RUDOLPH JOHN  
CERVANTES; HEIDI E CERVANTES



0 200 400  
1" = 400'

NOTES:

- 1) See Sheets 1 & 2 for Description and Surveyors Notes.
- 2) See Sheet 4 for line and curve tables.

$N71^{\circ}17'10"E$   
587.25'

$S82^{\circ}50'12"E$

$N79^{\circ}45'05"W$   
70.69'

$L19$   $L17$   $L15$   $L14$

$S84^{\circ}32'18"W$   
61.73'

SOUTH BOUNDARY  
OF THE NORTHEAST  
1/4 OF SECTION 23

$N12^{\circ}28'21"E$   
226.00'

$N33^{\circ}47'52"E$   
179.11'

$S50^{\circ}15'27"W$   
1557.19'

RYE ROAD NORTHEAST  
MAINTAINED RIGHT OF  
WAY (WIDTH VARIES)

NORTHWESTERLY MAINTAINED  
RIGHT-OF-WAY LINE OF RYE ROAD  
NORTHEAST BASED ON FENCE  
LOCATION PER COUNTY, JOSH LYON  
AND ERIK THOMPSON, 2022-7-14

[www.GeoPoint.org](http://www.GeoPoint.org)

Licensed Business  
No.: LB 7768

**GeoPoint**

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Fax: (813) 248-2266

# Exhibit B

(Not A Survey)

Line Data Table		
No.	Bearing	Length
L1	S00°27'35"W	53.62'
L2	N39°44'33"W	90.58'
L3	N24°53'50"E	33.96'
L4	N15°46'36"E	54.02'
L5	N12°08'24"E	65.40'
L6	N15°18'52"E	51.36'
L7	N22°29'18"E	51.39'
L8	N29°41'25"E	51.34'
L9	N39°30'17"W	4.93'
L10	S33°47'52"W	38.30'
L11	N56°12'08"W	50.00'
L12	N33°47'52"E	22.96'
L13	N13°01'12"W	179.99'
L14	S78°29'36"W	61.73'
L15	S81°30'54"W	61.73'
L16	S87°33'43"W	61.73'
L17	N89°24'53"W	61.73'

Line Data Table		
No.	Bearing	Length
L18	N86°23'29"W	61.73'
L19	N83°05'00"W	70.69'
L20	N76°26'35"W	61.73'
L21	N73°31'17"W	61.80'
L22	N72°42'50"W	19.00'
L23	N53°12'52"E	121.01'
L24	N33°36'57"W	50.00'
L25	N32°28'44"W	105.00'
L26	S57°31'16"W	137.71'
L27	S58°02'27"W	54.29'
L28	S83°58'09"W	47.07'
L29	N76°23'02"W	456.73'
L30	N13°36'58"E	31.56'
L31	N08°28'52"E	173.97'
L32	N13°25'54"E	51.15'
L33	N19°50'35"E	20.41'
L34	N58°41'39"W	131.32'

Line Data Table		
No.	Bearing	Length
L35	N24°10'20"E	102.69'
L36	N31°18'21"E	50.00'
L37	N58°41'39"W	12.52'
L38	N24°10'20"E	52.00'
L39	S65°49'40"E	130.00'
L40	N25°04'03"E	10.00'
L41	N29°39'54"E	41.33'
L42	N37°04'10"E	41.33'
L43	N44°28'26"E	41.33'
L44	N51°52'42"E	41.33'
L45	N59°16'58"E	41.33'
L46	N66°41'15"E	41.33'
L47	N74°05'31"E	41.33'
L48	N12°12'21"W	130.00'
L49	N09°03'55"W	50.07'
L50	N09°24'19"W	131.00'
L51	N01°05'28"E	50.08'

Curve Data Table					
No.	Radius	Arc	Central Angle	Bearing	Chord
C1	300.00'	102.80'	19°38'01"	N49°19'18"W	102.30'
C2	25.00'	37.99'	87°03'50"	S77°19'46"W	34.44'
C3	25.00'	47.90'	109°46'38"	N21°05'27"W	40.90'
C4	175.00'	93.10'	30°28'58"	S88°46'44"W	92.01'
C5	1350.00'	81.11'	3°26'33"	S75°15'31"W	81.10'
C6	250.00'	130.01'	29°47'50"	N52°14'47"W	128.55'
C7	25.00'	37.15'	85°07'52"	N79°54'48"W	33.82'
C8	25.00'	39.28'	90°01'20"	N12°30'34"E	35.36'
C9	25.00'	42.38'	97°08'01"	N72°44'21"E	37.49'
C10	25.00'	36.16'	82°51'59"	N17°15'39"W	33.09'
C11	500.00'	21.70'	2°29'10"	N79°21'06"E	21.69'

**NOTES:**

- 1) See Sheets 1 & 2 for Description and Surveyors Notes.
- 2) See Sheet 3 for sketch.



# Exhibit C

## (Not A Survey)

### DESCRIPTION:

A parcel of land lying in Section 23, Township 34 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of said Section 23, run thence along the North boundary of the Northeast 1/4 thereof, N.89°32'25"W., a distance of 2642.13 feet to the Northwest corner of said Northeast 1/4 of Section 23; thence along the North boundary of the Northwest 1/4 of said Section 23, N.89°30'28"W., a distance of 6.76 feet; thence S.00°29'32"W., a distance of 46.03 feet to a point on the Southerly Maintained Right-of-way of Upper Manatee River Road, said point also being the **POINT OF BEGINNING**; thence S.01°05'28"W., a distance of 50.08 feet; thence S.09°24'19"E., a distance of 131.00 feet; thence Westerly, 21.70 feet along the arc of a non-tangent curve to the left having a radius of 500.00 feet and a central angle of 02°29'10" (chord bearing S.79°21'06"W., 21.69 feet); thence S.09°03'55"E., a distance of 50.07 feet; thence S.12°12'21"E., a distance of 130.00 feet; thence S.74°05'31"W., a distance of 41.33 feet; thence S.66°41'15"W., a distance of 41.33 feet; thence S.59°16'58"W., a distance of 41.33 feet; thence S.51°52'42"W., a distance of 41.33 feet; thence S.44°28'26"W., a distance of 41.33 feet; thence S.37°04'10"W., a distance of 41.33 feet; thence S.29°39'54"W., a distance of 41.33 feet; thence S.25°04'03"W., a distance of 10.00 feet; thence S.24°10'20"W., a distance of 438.85 feet; thence N.65°49'40"W., a distance of 130.00 feet; thence S.24°10'20"W., a distance of 52.00 feet; thence Southerly, 36.16 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 82°51'59" (chord bearing S.17°15'39"E., 33.09 feet); thence S.58°41'39"E., a distance of 12.52 feet; thence S.31°18'21"W., a distance of 50.00 feet; thence Westerly, 42.38 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 97°08'01" (chord bearing S.72°44'21"W., 37.49 feet); thence S.24°10'20"W., a distance of 102.69 feet; thence S.58°41'39"E., a distance of 131.32 feet; thence S.19°50'35"W., a distance of 20.41 feet; thence S.13°25'54"W., a distance of 51.15 feet; thence S.08°28'52"W., a distance of 173.97 feet; thence S.13°36'58"W., a distance of 31.56 feet; thence S.76°23'02"E., a distance of 456.73 feet; thence N.83°58'09"E., a distance of 47.07 feet; thence N.58°02'27"E., a distance of 54.29 feet; thence N.57°31'16"E., a distance of 137.71 feet; thence S.32°28'44"E., a distance of 105.00 feet; thence Southerly, 39.28 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°01'20" (chord bearing S.12°30'34"W., 35.36 feet); thence S.33°36'57"E., a distance of 50.00 feet; thence Easterly, 37.15 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 85°07'52" (chord bearing S.79°54'48"E., 33.82 feet); thence Southeasterly, 130.01 feet along the arc of a reverse curve to the left having a radius of 250.00 feet and a central angle of 29°47'50" (chord bearing S.52°14'47"E., 128.55 feet); thence S.10°54'56"E., a distance of 188.26 feet; thence S.70°33'35"W., a distance of 346.30 feet; thence N.82°50'12"W., a distance of 587.25 feet; thence S.53°12'52"W., a distance of 121.01 feet; thence S.17°17'10"W., a distance of 337.00 feet; thence S.72°42'50"E., a distance of 19.00 feet; thence S.73°31'17"E., a distance of 61.80 feet; thence S.76°26'35"E., a distance of 61.73 feet; thence S.79°45'05"E., a distance of 70.69 feet; thence S.83°05'00"E., a distance of 70.69 feet; thence S.86°23'29"E., a distance of 61.73 feet; thence S.89°24'53"E., a distance of 61.73 feet; thence N.87°33'43"E., a distance of 61.73 feet; thence N.84°32'18"E., a distance of 61.73 feet; thence N.81°30'54"E., a distance of 61.73 feet; thence N.78°29'36"E., a distance of 61.73 feet; thence S.13°01'12"E., a distance of 179.99 feet; thence Easterly, 81.11 feet along the arc of a non-tangent curve to the left having a radius of 1350.00 feet and a central angle of 03°26'33" (chord bearing N.75°15'31"E., 81.10 feet); thence Easterly, 93.10 feet along the arc of a reverse curve to the right having a radius of 175.00 feet and a central angle of 30°28'58" (chord bearing N.88°46'44"E., 92.01 feet); thence Southerly, 47.90 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 109°46'38" (chord bearing S.21°05'27"E., 40.90 feet); thence S.33°47'52"W., a distance of 22.96 feet; thence S.56°12'08"E., a distance of 50.00 feet; thence N.33°47'52"E., a distance of 38.30 feet; thence Easterly, 37.99 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 87°03'50" (chord bearing N.77°19'46"E., 34.44 feet); thence Southeasterly, 102.80 feet along the arc of a compound curve to the right having a radius of 300.00 feet and a central angle of 19°38'01" (chord bearing S.49°19'18"E., 102.30 feet); thence S.39°30'17"E., a distance of 4.93 feet; thence S.33°47'52"W., a distance of 179.11 feet; thence S.29°41'25"W., a distance of 51.34 feet; thence S.22°29'18"W., a distance of 51.39 feet; thence S.15°18'52"W., a distance of 51.36 feet; thence S.12°28'21"W., a distance of 226.00 feet; thence S.12°08'24"W., a distance of 65.40 feet; (See Sheet 2 for continued description)

**Jack M. Greene**  
Digitally signed by Jack M. Greene  
DN: c=US, st=Florida,  
l=Tampa, o=GeoPoint Surveying, Inc.,  
ou=Professional Surveyor and Mapper, cn=Jack M. Greene,  
email=Jack@geopointsurvey.com  
Date: 2025.08.06 10:54:13 -04'00'

Jack M. Greene      LS6506

JOB: Reagan Landing Phases II & III CDD		
DRAWN: NMV	DATE: 07/28/25	CHECKED: MC
Prepared For: Pulte Home Company LLC		
Revisions		
DATE	DESCRIPTION	DRAWN
----	----	----
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----	----	----
----	----	----
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# Exhibit C

## (Not A Survey)

### CONTINUED DESCRIPTION:

thence S.15°46'36"W., a distance of 54.02 feet; thence S.24°53'50"W., a distance of 33.96 feet; thence S.39°44'33"E., a distance of 90.58 feet to a point on the Northwesterly Maintained Right-of-way of Rye Road Northeast; thence along said Northwesterly Right-of-way, S.50°15'27"W., a distance of 1265.44 feet to the Southeast corner of the Lift Station, as recorded in Official Record Instrument 201741031614, of the Public Records of Manatee County, Florida; thence along the East and North boundary thereof, respectively, the following two (2) courses: 1) N.39°29'25"W., a distance of 140.00 feet; 2) S.50°15'27"W., a distance of 110.00 feet to the Northwest corner of said Lift Station, said corner also being a point on the Northeast boundary of DEL TIERRA, PHASE I, according to the plat thereof, as recorded in Plat Book 57, Page 164 through 176, of the Public Records of Manatee County, Florida; thence along said Northeast boundary, N.39°29'25"W., a distance of 1664.91 feet to the Northernmost corner of said DEL TIERRA, PHASE I, said corner also being the Easternmost corner of DEL TIERRA, PHASE II, according to the plat thereof, as recorded in Plat Book 58, Pages 129 through 139, of the Public Records of Manatee County, Florida; thence along the Northeast boundary of said DEL TIERRA, PHASE II the following two (2) courses: 1) N.39°29'25"W., a distance of 308.42 feet; 2) S.82°58'34"W., a distance of 148.69 feet; thence N.42°55'41"E., a distance of 1953.85 feet; thence N.10°07'21"E., a distance of 327.38 feet; thence N.19°58'36"E., a distance of 942.96 feet to a point on the Southerly Maintained Right-of-way of said Upper Manatee River Road; thence along said Southerly Maintained Right-of-way, S.89°12'54"E., a distance of 733.66 feet; thence S.01°05'28"W., a distance of 50.08 feet; thence S.09°24'19"E., a distance of 38.34 feet to the **POINT OF BEGINNING**.

Containing 124.629 acres, more or less.

### SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the North boundary of the Northeast 1/4 of Section 23, Township 34 South, Range 19 East, Manatee County, Florida, having a Grid bearing of N.89°32'25"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, 5J-17.052, and 5J-17-053, Florida administrative code, pursuant to Section 472.027, Florida statutes.
- 3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
- 4) See Sheets 3 & 4 for Sketch detail.
- 5) See Sheet 5 for line and curve tables.



# Exhibit C

(Not A Survey)

SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF  
UPPER MANATEE RIVER ROAD BASED ON FENCE  
LOCATION PER COUNTY, JOSH LYON AND ERIK  
THOMPSON, 2022-7-14

NORTH BOUNDARY OF THE  
NORTHEAST 1/4 OF SECTION 23  
(BASIS OF BEARINGS)

14 13

UPPER MANATEE  
RIVER ROAD  
MAINTAINED RIGHT  
OF WAY (WIDTH  
VARIES)

Parcel Identification: 556700309  
Owner: REAGAN FAMILY RANCH LLC  
Official Record Instrument:  
202441074439

SEE DETAIL "A"

POINT OF  
COMMENCEMENT  
NORTHEAST CORNER OF  
SECTION 23

SECTION 23-34S-19E  
SECTION 24-34S-19E

N10°07'21"E  
327.38'

S89°12'54"E 733.66'  
942.96'  
N19°58'36"E

N65°49'40"W  
130.00'

REAGAN LANDING  
PHASES II & III CDD  
AREA=124.629 acres,  
more or less.

Parcel Identification: 556700309  
Owner: REAGAN FAMILY RANCH LLC  
Official Record Instrument:  
202441074439

S58°41'39"E  
131.32'  
L12  
C2  
L13  
L14  
C3  
L15  
L16  
L17  
L18  
L19  
S76°23'02"E  
456.73'

Parcel Identification: 556700309  
Owner: REAGAN FAMILY RANCH LLC  
Official Record Instrument:  
202441074439

MATCH LINE SEE SHEET 4

NORTH BOUUNDARY OF  
THE NORTHWEST 1/4  
OF SECTION 23

S89°12'54"E  
733.66'  
S09°24'19"E  
131.00'  
L1  
C1  
L2

N82°50'12"W  
587.25'  
S70°33'35"W  
346.30'

## NOTES:

- 1) See Sheets 1 & 2 for Description and Surveyors Notes.
- 2) See Sheet 4 for Sketch detail.
- 3) See Sheet 5 for line and curve tables.

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**GeoPoint**

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Phone: (813) 248-8888  
Fax: (813) 248-2266

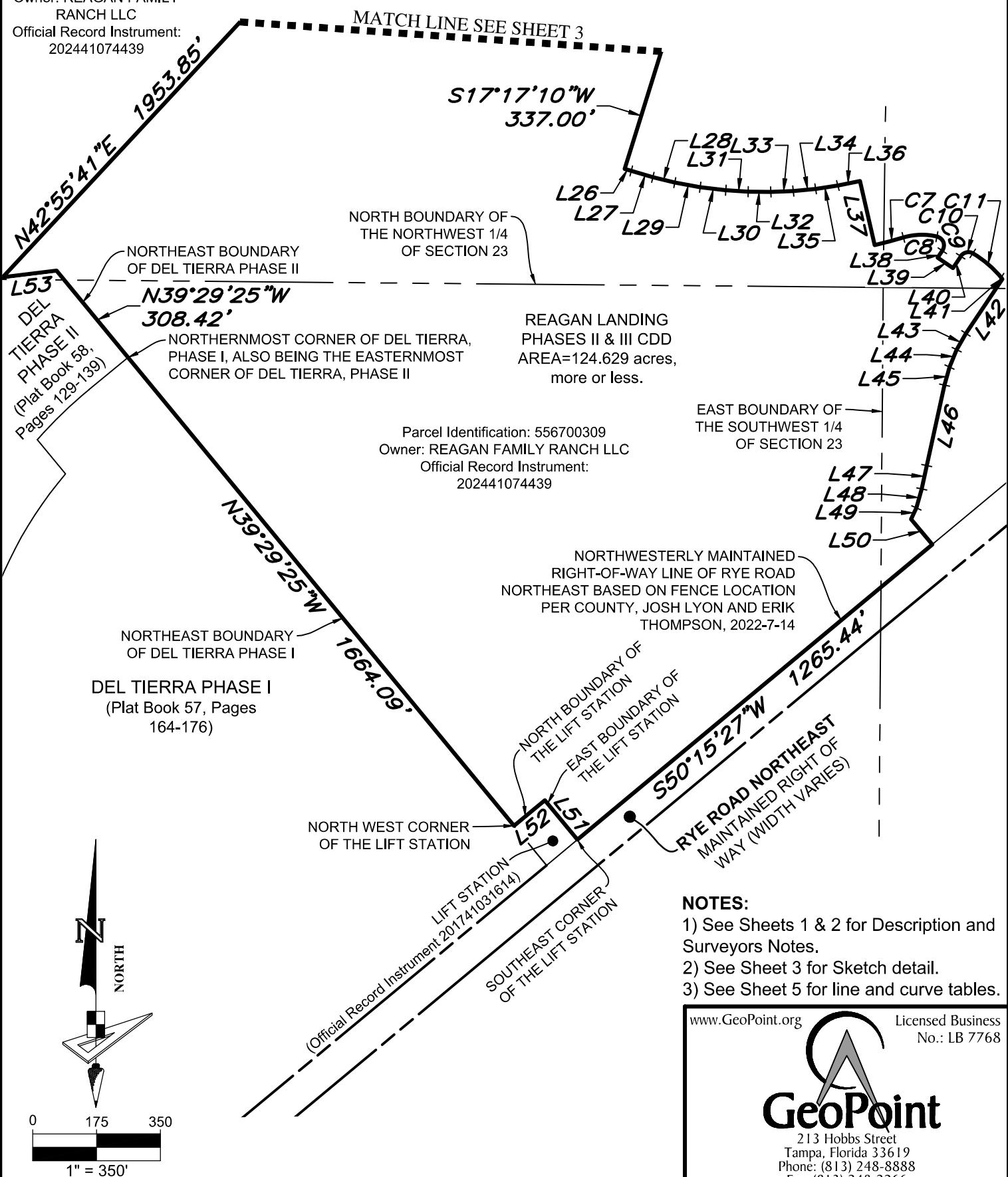


0 175 350  
1" = 350'

# Exhibit C

(Not A Survey)

Parcel Identification:  
556700309  
Owner: REAGAN FAMILY  
RANCH LLC  
Official Record Instrument:  
202441074439



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# Exhibit C

(Not A Survey)

Line Data Table

No.	Bearing	Length
L1	S01°05'28"W	50.08'
L2	S09°03'55"E	50.07'
L3	S12°12'21"E	130.00'
L4	S74°05'31"W	41.33'
L5	S66°41'15"W	41.33'
L6	S59°16'58"W	41.33'
L7	S51°52'42"W	41.33'
L8	S44°28'26"W	41.33'
L9	S37°04'10"W	41.33'
L10	S29°39'54"W	41.33'
L11	S25°04'03"W	10.00'
L12	S24°10'20"W	52.00'
L13	S58°41'39"E	12.52'
L14	S31°18'21"W	50.00'
L15	S24°10'20"W	102.69'
L16	S19°50'35"W	20.41'
L17	S13°25'54"W	51.15'
L18	S08°28'52"W	173.97'

Line Data Table

No.	Bearing	Length
L19	S13°36'58"W	31.56'
L20	N83°58'09"E	47.07'
L21	N58°02'27"E	54.29'
L22	N57°31'16"E	137.71'
L23	S32°28'44"E	105.00'
L24	S33°36'57"E	50.00'
L25	S53°12'52"W	121.01'
L26	S72°42'50"E	19.00'
L27	S73°31'17"E	61.80'
L28	S76°26'35"E	61.73'
L29	S79°45'05"E	70.69'
L30	S83°05'00"E	70.69'
L31	S86°23'29"E	61.73'
L32	S89°24'53"E	61.73'
L33	N87°33'43"E	61.73'
L34	N84°32'18"E	61.73'
L35	N81°30'54"E	61.73'
L36	N78°29'36"E	61.73'

Line Data Table

No.	Bearing	Length
L37	S13°01'12"E	179.99'
L38	S33°47'52"W	22.96'
L39	S56°12'08"E	50.00'
L40	N33°47'52"E	38.30'
L41	S39°30'17"E	4.93'
L42	S33°47'52"W	179.11'
L43	S29°41'25"W	51.34'
L44	S22°29'18"W	51.39'
L45	S15°18'52"W	51.36'
L46	S12°28'21"W	226.00'
L47	S12°08'24"W	65.40'
L48	S15°46'36"W	54.02'
L49	S24°53'50"W	33.96'
L50	S39°44'33"E	90.58'
L51	N39°29'25"W	140.00'
L52	S50°15'27"W	110.00'
L53	S82°58'34"W	148.69'
L54	N89°30'28"W	6.76'

Curve Data Table

No.	Radius	Arc	Central Angle	Bearing	Chord
C1	500.00'	21.70'	2°29'10"	S79°21'06"W	21.69'
C2	25.00'	36.16'	82°51'59"	S17°15'39"E	33.09'
C3	25.00'	42.38'	97°08'01"	S72°44'21"W	37.49'
C4	25.00'	39.28'	90°01'20"	S12°30'34"W	35.36'
C5	25.00'	37.15'	85°07'52"	S79°54'48"E	33.82'
C6	250.00'	130.01'	29°47'50"	S52°14'47"E	128.55'
C7	1350.00'	81.11'	3°26'33"	N75°15'31"E	81.10'
C8	175.00'	93.10'	30°28'58"	N88°46'44"E	92.01'
C9	25.00'	47.90'	109°46'38"	S21°05'27"E	40.90'
C10	25.00'	37.99'	87°03'50"	N77°19'46"E	34.44'
C11	300.00'	102.80'	19°38'01"	S49°19'18"E	102.30'

**NOTES:**

- 1) See Sheets 1 & 2 for Description and Surveyors Notes.
- 2) See Sheets 3 & 4 for Sketch detail.

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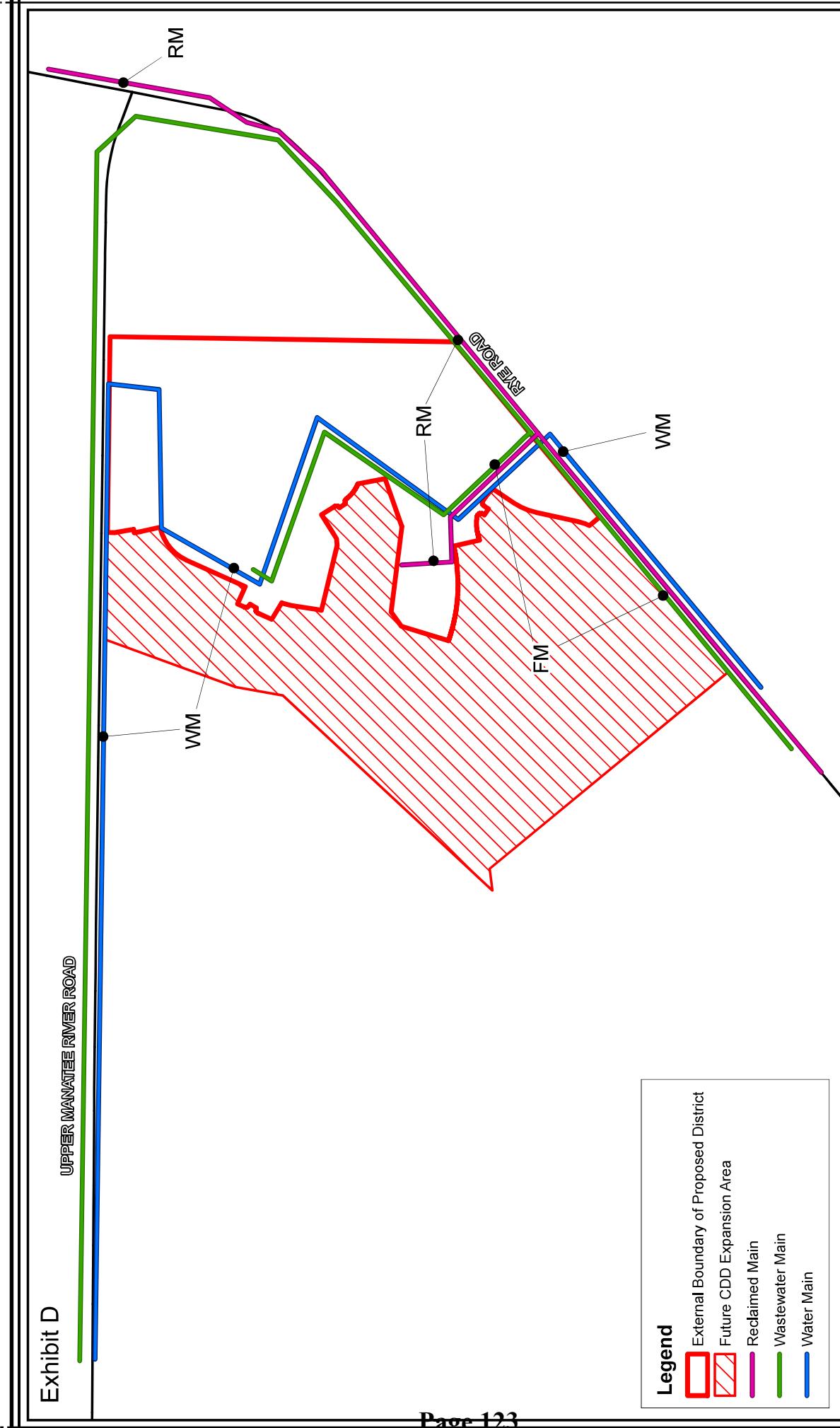


Exhibit E

Ownership Matrix			
Facility	Funding	Operation and Maintenance	Ownership
Roadways	Developer	HOA	HOA
Sanitary Sewer System	CDD	Manatee County	Manatee County
Water Distribution System	CDD	Manatee County	Manatee County
Irrigation/Reclaimed Water System*	Developer	HOA	HOA
Offsite Improvements	CDD	Manatee County	Manatee County
Stormwater Management System	CDD	CDD	CDD
Landscaping, Hardscape and Irrigation*	Developer	HOA	HOA
Recreational Facilities*	Developer	HOA	HOA
Professional Services	CDD		

\*Roadways, landscape, hardscape, irrigation and recreational facilities to be private and owned and maintained by the HOA.

## Exhibit F

Permitting Status				
Issuing Agency	Permit ID	App/Permit Number	Approval Date	Expiration Date
Manatee County	PSP/FSP/PP/Const. Plans	PLN 2401-0069	10/4/24	10/4/27
Manatee County	PSP/FSP/PP/Const. Plans (Revised)	PLN 2502-0122	7/3/2025	7/3/28
Manatee County	CLOS	24-068	9/26/24	9/26/27
Manatee County	Final Plat (Phases IA-1 & IA-2)	Inst # 202541117718	NA	NA
Southwest Florida Water Mgmt. Dist.	ERP	43047550.001	6/24/24	6/24/29
FL Dept. of Environmental Protection	Water Permit (IA-1 & IA-2)	0133068-1765-DSGP/02	6/24/25	6/23/30
FL Dept. of Environmental Protection	Sewer Permit (1A-1 & IA-2)	CS41-0182063-266-DWC/CM	6/24/25	6/23/30

## Exhibit G

Reagan Landing Community Development District Estimated Capital Improvement Costs					
Description	Current District Estimated Costs	Expansion Parcel Estimated Costs	Total Costs	Fiscal Year 2024-2030	
Earthwork (Excluding Lots)	\$ 1,350,749.95	\$ 1,478,476.73	\$ 2,829,226.68	\$ 2,829,226.68	
Stormwater	\$ 2,401,389.00	\$ 2,622,423.15	\$ 5,023,812.15	\$ 5,023,812.15	
Internal Roadways & Paving*		\$0.00	\$0.00	\$0.00	\$0.00
Potable Water	\$ 815,816.00	\$ 874,487.85	\$ 1,690,303.85	\$ 1,690,303.85	
Reclaimed Water	\$ 0.00	\$ 0.00	\$0.00	\$0.00	\$0.00
Sanitary Sewer	\$ 1,902,613.55	\$ 1,795,203.35	\$ 3,697,816.90	\$ 3,697,816.90	
Offsite Improvements	\$ 641,635.60	\$ 0.00	\$ 641,635.60	\$ 641,635.60	
Landscaping, Hardscape and Irrigation *	\$ -	\$ 0.00	\$0.00	\$0.00	\$0.00
Professional Services (15%)	\$ 1,066,830.62	\$ 1,015,588.66	\$ 2,082,419.28	\$ 2,082,419.28	
Contingency (20%)	\$ 1,635,806.94	\$ 1,557,235.95	\$ 3,193,042.89	\$ 3,193,042.89	
<b>Total</b>	<b>\$ 9,814,841.66</b>	<b>\$ 9,343,415.68</b>	<b>\$ 19,158,257.34</b>	<b>\$ 19,158,257.34</b>	

\*Roadways, landscape, hardscape and irrigation to be private and owned and maintained by the HOA

**Exhibit B**

*Phase 1 Master Special Assessment Methodology Report,*  
dated December 10, 2025



# PHASE 1 MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT

REAGAN LANDING  
COMMUNITY DEVELOPMENT DISTRICT

December 10, 2025

SPECIAL DISTRICT SERVICES, INC  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
561-630-4922

## **1.0 INTRODUCTION**

The Reagan Landing Community Development District (the “District”) is a local unit of special-purpose government located entirely within Manatee County, Florida. It was established on November 6, 2025, by Ordinance No. 25-53 (the “Ordinance”) enacted by the Board of County Commissioners of Manatee County, Florida, with an ordinance effective date of November 7, 2025, to provide for the construction and/or acquisition, financing, long-term administration and management of certain infrastructure to the lands located within the District. Reagan Landing development (the “Development”), is defined below.

The District currently contains approximately 98.3+- gross acres which comprises Phase 1 of the Development. The Ordinance also designated certain expansion parcels which are anticipated to be brought into the District boundary at a future time and will comprise Phases 2 and 3 of the Development (the “Expansion Parcels”). Phase 1 is planned for an estimated 148 residential dwelling units with the following land uses:

**Table 1 – Proposed Land Uses for Phase 1**

<b>Land Use Category</b>	<b>Unit</b>
SF - 42'	33 Dwelling units
SF - 52'	71 Dwelling units
SF - 62'	44 Dwelling units

This Phase 1 Master Special Assessment Methodology Report (the “Master Phase 1 Report”), dated December 10, 2025 will provide the allocation of special assessments as it relates to the sale and issuance of proposed Special Assessment Bonds in one or more series (the “Bonds”) for the financing of public infrastructure improvements related to Phase 1 of the Development within the District (herein the “Phase 1 Assessment Area”), including but not limited to the following: stormwater management infrastructure, offsite improvements, water distribution infrastructure, and sanitary sewer infrastructure (collectively, the “Phase 1 Project”). These infrastructure improvements will provide special benefit to all lands within the current boundaries of the District which is also referred to as the “Phase 1 Assessment Area.” Special benefit is a required determination in order to make use of the proceeds of any bonds issued by the District.

The improvements comprising the Phase 1 Project are described below and are identified as the scope of work in the current District boundary in the Reagan Landing Community Development District Master Report of District Engineer Engineer’s Report dated October, 2025 (the “Engineer’s Report”), as may be amended and prepared by Heidt Design, LLC. (the “District’s Interim Engineer”). This Master Phase 1 Report equitably allocates the costs being incurred by the District to provide the benefits of all or a portion of the Phase 1 Project financed by the Bonds to the developable lands within the District as identified herein on **Exhibit A**.

This Master Phase 1 Report will equitably allocate the costs being incurred by the District to provide the Phase 1 Project to all of the assessable lands within the current boundary of the District constituting the Phase 1 Assessment Area. The Phase 1 Assessment Area represents the current boundary of the District prior to the addition of the Expansion Parcels. The implementation of the public improvements will convey special and peculiar benefits to the assessable properties within the Phase 1 Assessment Area within the District. The Bonds issued to finance the public improvements will be repaid through the levy of non-ad valorem special assessments on all assessable property within the Phase 1 Assessment Area within the District. The available net proceeds from the Bonds will only finance a portion of the Phase 1 Project. The special assessments securing the Bonds will be levied on all of the gross acres within the Phase 1 Assessment Area within the District, and upon the platting of 148 dwelling units, as shown in **Table C**. The debt represented by the Bonds will be assigned to those platted units on a first platted, first assigned basis.

## **2.0 PROJECTS TO BE FUNDED BY THE DISTRICT**

The Phase 1 Project is comprised of an interrelated system of public infrastructure improvements which will serve and specially benefit all assessable lands within the Phase 1 Assessment Area within the District. The improvements will be interrelated such that they will reinforce one another. The total cost of the Phase 1 Project is currently estimated to be \$9,814,842. A detail of the estimated Phase 1 Project costs for the development is included herein on **Table A**. The Bonds will be repaid through the levy of non-ad valorem special assessments on all assessable property within the Phase 1 Assessment Area within the District until fully assigned to the 148 units. The Phase 1 Project has been designed to be functional and confer special benefits to the landowners within the Phase 1 Assessment Area within the Phase 1 Assessment Area within the District. Any portion of the Phase 1 Project not financed through the issuance of Bonds will be paid for by Pulte Home Company, LLC, or its successors or assigns (herein the “Developer”).

Construction and/or acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Phase 1 Project are described in the Engineer’s Report.

The construction costs for the Phase 1 Project identified in this Master Phase 1 Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

## **3.0 FUNDING OF IMPROVEMENTS**

To defray the costs of construction and or acquisition of a portion of the Phase 1 Project, the District will impose non-ad valorem special assessments on all benefited real property within the Phase 1 Assessment Area within the District. These assessments are based on the special and peculiar benefits accruing to such property from the improvements comprising the Phase 1 Project financed by the Bonds. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Phase 1 Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property within the Phase 1 Assessment Area within the District would not be possible. The improvements, which will be funded through these special assessments, include only facilities which may be undertaken by a community development district under Chapter 190, *F.S.* This Master Phase 1 Report is designed to meet the requirements of Chapters 170, 190 and 197, *F.S.*; and may be supplemented or amended from time to time.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general and incidental benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties; and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefited properties within Phase 1 Assessment Area within the District must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Phase 1 Project.

Until all the land within the Phase 1 Assessment Area within the District has been platted and sold, the special assessments on the portion of land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the final allocations of the special assessments be determined, the final plat be certain, the development density known and the product types confirmed.

#### **4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS**

In developing the methodology used for special assessments within the Phase 1 Assessment Area within the District, two interrelated factors were used:

- A. Allocation of Benefit:** Each parcel of land, lot and/or unit within the Phase 1 Assessment Area within the District benefits from the construction and financing of the proposed improvements, represented by the Phase 1 Assessment Area Project.
- B. Allocation of Cost/Debt:** The special assessments imposed on each parcel of land, lot and/or unit within the Phase 1 Assessment Area within the District cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

The planned improvements comprising the Phase 1 Project is an integrated system of facilities designed to provide benefits to the assessable property within the Phase 1 Assessment Area within the District as a whole. The Phase 1 Project is intended to work as a portion of the total system contained within the capital improvement program, inclusive of components associated with the identified Expansion Parcels, (the “CIP”) identified in the Engineer’s Report, which will provide special benefits for each unit type within the Phase 1 assessment area. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) to each planned unit. Therefore, for the purpose of this Master Phase 1 Report, each 42 foot single family residential unit will be assigned 0.84 ERU; each 52 foot single family residential unit is defined as 1.04 ERU; and each 62 foot single family residential unit is defined as 1.24 ERU. Accordingly, the Phase 1 Project benefits the units in these same proportions resulting in the special assessments being allocated to each 42 foot, 52 foot, and 62 foot single family residential dwelling unit types in these proportions. The Phase 1 Project benefit allocation & the bond debt allocation are shown herein on **Table C** and **Table D**.

Given the approved land use plan and the type of infrastructure to be funded by the Bonds, this method results in a fair allocation of benefits and an equitable allocation of costs for the Phase 1 Project. The special benefit received and applied to each planned parcel and/or residential dwelling unit/lot as a result of the construction of public infrastructure improvements will exceed the cost of such units

allocated to each parcel and/or unit/lot. However, if the future platting or re-platting results in changes in land use or proportion of benefit per acre and/or unit type, this allocation methodology may not be applicable and it may be necessary for the District to revise the allocation methodology.

To the extent land is sold in bulk to a third party, prior to platting, then, the District will assign debt based upon the development rights conveyed by the Developer based upon the *ERU* factors as shown herein.

## **5.0 COLLECTION OF SPECIAL ASSESSMENTS**

The proposed special assessments for the District are planned to be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; *Florida Statutes* ("F.S.") for platted lots, or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, *F.S.*, or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include a 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. However, actual collection costs may vary from year to year depending on agreements in place with the County Tax Collector and County Property Appraiser and any statutory changes. These previously described additional costs may be reflected by dividing the annual debt service and maintenance assessment amounts by a factor of 0.94. In the event the special assessments are direct billed, then the collection costs and discounts may not apply.

## **6.0 FINANCING STRUCTURE**

The estimated cost of construction for the Phase 1 Project is \$9,814,842. The construction program and the costs associated with the District are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Phase 1 Project is assumed to be financed by the Bonds which, when issued, will be payable from and secured by special assessments levied annually initially against all assessable properties within the Phase 1 Assessment Area within the District. Based on the current market conditions the total aggregate principal amount of the Bonds (approximately \$12,075,000) for the District is shown herein on **Table B**. The proceeds of the Bonds will provide a maximum of approximately \$9,814,842 for acquisition and/or construction related costs. The sizing of the Bonds is assumed to include a debt service reserve fund equal to 100% of the maximum annual debt service, a capitalized interest fund and issuance costs as shown herein on **Table B**.

## **7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISM**

Allocation of proposed costs and proposed debt, respectively shown herein on **Table C** and **Table D**, for the infrastructure improvements financed by the District for all or a portion of all costs of the Phase 1 Project (estimated at \$9,814,842) will, upon platting, be assigned to 148 residential dwelling units projected to be constructed within the Phase 1 Assessment Area within the District and benefited by the infrastructure improvements comprising the Phase 1 Project. The estimated annual debt service assessments are shown herein on **Table F**. Based on a Bond size of approximately \$12,075,000 at an assumed interest rate of 7.00% the estimated annual debt service on the Bonds will be approximately \$973,081 which has not been grossed up to include 1% Tax Collector fee and 1% County Property Appraiser fee.

To ensure that each residential unit is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Table F**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining ERUs. The District shall, at the time a plat or re-plat is submitted to the County:

- A.** Assume that the total number of ERUs, within each parcel, utilized as a basis for this assessment methodology is as described in Table C (“Total Assessable ERUs”).
- B.** Ascertain the number of assessable ERUs, within each parcel, in the proposed plat or re-plat and all prior plats (“Planned Assessable ERUs”).
- C.** Ascertain the current amount of potential remaining ERUs within each Parcel that has not yet been platted (“Remaining Assessable ERUs”).

If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no action would be required at that time. However, if the sum of the Planned Assessable ERUs and the Remaining Assessable ERUs are less than the Total Assessable ERUs, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds, plus accrued interest, such that the amount of non-ad valorem assessments allocated to each Planned Assessable ERU does not exceed the amount of debt service that would have been allocated thereto, had the total number of Planned Assessable ERUs not changed from what is represented in **Table C**.

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of this Master Phase 1 Report, any supplemental report and the applicable assessment resolutions. It is the responsibility of the landowner of record (other than end-users unaffiliated with the Developer) to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

## **8.0 PRELIMINARY ASSESSMENT ROLL**

When fully developed, Phase 1 of the District will include the land uses in **Table 1**.

## **9.0 ADDITIONAL STIPULATIONS**

Certain financing, development, and engineering data was provided by members of District staff, consultants and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Reagan Landing Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Reagan Landing Community Development District with financial advisory services or offer investment advice in any form.

**TABLE A**  
**PROJECT COST ESTIMATES**  
**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**

TOTAL	
<u>EARTHWORK</u>	\$ 1,350,750
<u>STORMWATER MANAGEMENT SYSTEMS</u>	\$ 2,401,389
<u>POTABLE WATER SYSTEMS</u>	\$ 815,816
<u>SANITARY SEWER SYSTEMS</u>	\$ 1,902,614
<u>OFF-SITE IMPROVEMENTS</u>	\$ 641,636
<u>PROFESSIONAL SERVICES</u>	\$ 1,066,831
<u>CONTINGENCY COSTS</u>	\$ 1,635,807
<b>TOTAL</b>	<b>\$ 9,814,842</b>

**TABLE B**  
**BOND SIZING**  
**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**

<b>BOND SIZING</b>		
<b>Par Amount</b>	<b>\$ 12,075,000</b>	*
Debt Service Reserve Fund (DSRF)	\$ (973,081)	
Capitalized Interest	\$ (845,250)	
Issuance Costs	\$ (441,827)	
<b>Construction Funds</b>	<b>\$ 9,814,842</b>	
Bond Interest Rate	7.00%	
Principal Amortization Period (Years)	30	

\*Subject to change at final bond pricing

**TABLE C**  
**ALLOCATION OF PROJECT COSTS**  
**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**

<b>Product</b>	<b>Number of Units by Type</b>	<b>ERU Factor</b>	<b>Total ERUs</b>	<b>Project Cost Allocation Per Type</b>	<b>Project Cost Allocation Per Unit*</b>
42'	33	0.84	27.72	\$ 1,742,681	\$ 52,809
52'	71	1.04	73.84	\$ 4,642,121	\$ 65,382
62'	44	1.24	54.56	\$ 3,430,039	\$ 77,955
<b>TOTAL</b>	<b>148</b>	<b>N/A</b>	<b>156.12</b>	<b>\$ 9,814,842</b>	<b>N/A</b>

**TABLE D**  
**ALLOCATION OF BOND DEBT**  
**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**

<b>Product</b>	<b>Number of Units by Type</b>	<b>ERU Factor</b>	<b>Total ERUs</b>	<b>Bond Debt Allocation Per Unit Type*</b>	<b>Bond Debt Allocation Per Unit*</b>
42'	33	0.84	27.72	\$ 2,143,985	\$ 64,969
52'	71	1.04	73.84	\$ 5,711,107	\$ 80,438
62'	44	1.24	54.56	\$ 4,219,908	\$ 95,907
<b>TOTAL</b>	<b>148</b>	<b>N/A</b>	<b>156.12</b>	<b>\$ 12,075,000</b>	<b>N/A</b>

\*Rounded

**TABLE E**  
**CALCULATION OF ANNUAL DEBT SERVICE**

**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**

2025 Series Bond Debt	
1 Maximum Annual Debt Service	\$ 973,081.00
2 Maximum Annual Debt Service Assessment to be Collected	\$ 1,035,192.55
3 Total Number of Gross Acres (Assessment Area One)	98.30
4 Maximum Annual Debt Service per Gross Acre	\$10,530.95
5 Total Number of Residential Units Planned	148
6 Maximum Annual Debt Service per Unit Type	See Table F

\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes. Actual amounts may be adjusted to reflect actual County collection costs.

**TABLE F**  
**ALLOCATION OF DEBT SERVICE ASSESSMENTS**  
**REAGAN LANDING COMMUNITY DEVELOPMENT DISTRICT**

<b>Product</b>	<b>Number of Units by Type</b>	<b>ERU Factor*</b>	<b>Total ERUs*</b>	<b>**Maximum Annual Debt Assessment Per Unit Type*</b>	<b>**Maximum Annual Debt Assessment Per Unit *</b>
42'	33	0.84	27.72	\$ 183,804.37	\$ 5,569.83
52'	71	1.04	73.84	\$ 489,614.52	\$ 6,895.98
62'	44	1.24	54.56	\$ 361,773.67	\$ 8,222.13
<b>TOTAL</b>	<b>148</b>	<b>N/A</b>	<b>156.12</b>	<b>\$ 1,035,192.55</b>	<b>N/A</b>

\*Rounded

\*\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes. Actual amounts may be adjusted to reflect actual County collection costs.

<b>Folio ID#'s and/or Parcel Plat Description</b>	<b>Developable Acreage by Parcel</b>	<b>**Maximum Annual Debt Assessment Per Acre*</b>	<b>Par Debt Per Acre</b>	<b>Total Par Debt</b>
See Exhibit A	98	\$ 10,530.95	\$ 122,838.25	<b>\$ 12,075,000</b>
<b>TOTALS</b>		N/A	N/A	<b>\$ 12,075,000</b>

\*Rounded

\*\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes. Actual amounts may be adjusted to reflect actual County collection costs.

# Exhibit A

## (Not A Survey)

### DESCRIPTION:

A parcel of land lying in Section 23, Township 34 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 23, run thence along the North boundary of the Northeast 1/4 thereof, N.89°32'25"W., a distance of 1311.93 feet; thence departing said North boundary, S.00°27'35"W., a distance of 53.62 feet to a point on the Southerly Maintained Right of Way of Upper Manatee River Road for a POINT OF BEGINNING; thence continue S.00°51'06"W., a distance of 2348.20 feet to the Northwesterly Maintained Right of Way of Rye Road NE; thence along said Northwesterly Maintained Right of Way, S.50°15'27"W., a distance of 1557.19 feet; thence departing said Northwesterly Maintained Right of Way, N.39°44'33"W., a distance of 90.58 feet; thence N.24°53'50"E., a distance of 33.96 feet; thence N.15°46'36"E., a distance of 54.02 feet; thence N.12°08'24"E., a distance of 65.40 feet; thence N.12°28'21"E., a distance of 226.00 feet; thence N.15°18'52"E., a distance of 51.36 feet; thence N.22°29'18"E., a distance of 51.39 feet; thence N.29°41'25"E., a distance of 51.34 feet; thence N.33°47'52"E., a distance of 179.11 feet; thence N.39°30'17"W., a distance of 4.93 feet; thence Northwesterly, 102.80 feet along the arc of a tangent curve to the left having a radius of 300.00 feet and a central angle of 19°38'01" (chord bearing N.49°19'18"W., 102.30 feet); thence Westerly, 37.99 feet along the arc of a compound curve to the left having a radius of 25.00 feet and a central angle of 87°03'50" (chord bearing S.77°19'46"W., 34.44 feet); thence S.33°47'52"W., a distance of 38.30 feet; thence N.56°12'08"W., a distance of 50.00 feet; thence N.33°47'52"E., a distance of 22.96 feet; thence Northerly, 47.90 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 109°46'38" (chord bearing N.21°05'27"W., 40.90 feet); thence Westerly, 93.10 feet along the arc of a compound curve to the left having a radius of 175.00 feet and a central angle of 30°28'58" (chord bearing S.88°46'44"W., 92.01 feet); thence Westerly, 81.11 feet along the arc of a reverse curve to the right having a radius of 1350.00 feet and a central angle of 03°26'33" (chord bearing S.75°15'31"W., 81.10 feet); thence N.13°01'12"W., a distance of 179.99 feet; thence S.78°29'36"W., a distance of 61.73 feet; thence S.81°30'54"W., a distance of 61.73 feet; thence S.84°32'18"W., a distance of 61.73 feet; thence S.87°33'43"W., a distance of 61.73 feet; thence N.89°24'53"W., a distance of 61.73 feet; thence N.86°23'29"W., a distance of 61.73 feet; thence N.83°05'00"W., a distance of 70.69 feet; thence N.79°45'05"W., a distance of 70.69 feet; thence N.76°26'35"W., a distance of 61.73 feet; thence N.73°31'17"W., a distance of 61.80 feet; thence N.72°42'50"W., a distance of 19.00 feet; thence N.17°17'10"E., a distance of 337.00 feet; thence N.53°12'52"E., a distance of 121.01 feet; thence S.82°50'12"E., a distance of 587.25 feet; thence N.70°33'35"E., a distance of 346.30 feet; thence N.10°54'56"W., a distance of 188.26 feet; thence Northwesterly, 130.01 feet along the arc of a non-tangent curve to the right having a radius of 250.00 feet and a central angle of 29°47'50" (chord bearing N.52°14'47"W., 128.55 feet); thence Westerly, 37.15 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and a central angle of 85°07'52" (chord bearing N.79°54'48"W., 33.82 feet); thence N.33°36'57"W., a distance of 50.00 feet; thence Northerly, 39.28 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 90°01'20" (chord bearing N.12°30'34"E., 35.36 feet); thence N.32°28'44"W., a distance of 105.00 feet; thence S.57°31'16"W., a distance of 137.71 feet; thence S.58°02'27"W., a distance of 54.29 feet; thence S.83°58'09"W., a distance of 47.07 feet; thence N.76°23'02"W., a distance of 456.73 feet; thence N.13°36'58"E., a distance of 31.56 feet; thence N.08°28'52"E., a distance of 173.97 feet; thence N.13°25'54"E., a distance of 51.15 feet; thence N.19°50'35"E., a distance of 20.41 feet; thence N.58°41'39"W., a distance of 131.32 feet; thence N.24°10'20"E., a distance of 102.69 feet; thence Easterly, 42.38 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 97°08'01" (chord bearing N.72°44'21"E., 37.49 feet); thence N.31°18'21"E., a distance of 50.00 feet; thence N.58°41'39"W., a distance of 12.52 feet; thence Northerly, 36.16 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 82°51'59" (chord bearing N.17°15'39"W., 33.09 feet); thence N.24°10'20"E., a distance of 52.00 feet; thence S.65°49'40"E., a distance of 130.00 feet; thence N.24°10'20"E., a distance of 438.85 feet; thence N.25°04'03"E., a distance of 10.00 feet; thence N.29°39'54"E., a distance of 41.33 feet; thence N.37°04'10"E., a distance of 41.33 feet; thence N.44°28'26"E., a distance of 41.33 feet; thence N.51°52'42"E., a distance of 41.33 feet; thence N.59°16'58"E., a distance of 41.33 feet; thence N.66°41'15"E., a distance of 41.33 feet; thence N.74°05'31"E., a distance of 41.33 feet; thence N.12°12'21"W., a distance of 130.00 feet; thence N.09°03'55"W., a distance of 50.07 feet;

(See Sheet 2 for continued description)

**Jack M. Greene**  
Digitally signed by Jack M. Greene  
DN: c=US, st=Florida,  
l=Tampa, o=GeoPoint  
Surveying, Inc.,  
ou=Professional Surveyor and  
Mapper, cn=Jack M. Greene,  
email=JackG@geopointsurv  
.com  
Date: 2025.08.06 10:54:54  
-04'00'  
  
Jack M. Greene      LS6506

JOB: Reagan Landing Phase I CDD		
DRAWN: NMV	DATE: 07/28/25	CHECKED: MC
Prepared For: Pulte Home Company LLC		
Revisions		
DATE	DESCRIPTION	DRAWN
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No.: LB 7768  
  
**GeoPoint**  
213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Fax: (813) 248-2266

# Exhibit A

## (Not A Survey)

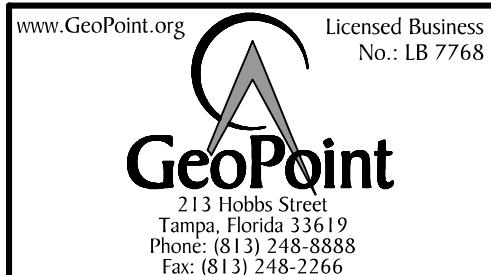
### **CONTINUED DESCRIPTION:**

thence Easterly, 21.70 feet along the arc of a non-tangent curve to the right having a radius of 500.00 feet and a central angle of 02°29'10" (chord bearing N.79°21'06"E., 21.69 feet); thence N.09°24'19"W., a distance of 131.00 feet; thence N.01°05'28"E., a distance of 50.08 feet to aforesaid Southerly Maintained Right of Way of Upper Manatee River Road; thence along said Southerly Maintained Right of Way, S.89°12'54"E., a distance of 1337.01 feet to the POINT OF BEGINNING.

Containing 98.303 acres, more or less.

### **SURVEYOR'S NOTES:**

- 1) Bearings shown hereon are based on the North boundary of the Northeast 1/4 of Section 23, Township 34 South, Range 19 East, Manatee County, Florida, having a Grid bearing of N.89°32'25"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) I do hereby certify that this sketch & description was made under my supervision and meets the standards of practice set forth by the Florida Board of Professional Surveyors & Mappers stated in rules 5J-17.051, 5J-17.052, and 5J-17-053, Florida administrative code, pursuant to Section 472.027, Florida statutes.
- 3) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
- 4) See Sheet 3 for Sketch.
- 5) See Sheet 4 for line and curve tables.



# Exhibit A

(Not A Survey)

SOUTHERLY MAINTAINED RIGHT OF WAY LINE  
OF UPPER MANATEE RIVER ROAD BASED ON  
FENCE LOCATION PER COUNTY, JOSH LYON  
AND ERIK THOMPSON, 2022-7-14

NORTH BOUNDARY OF THE  
NORTHEAST 1/4 OF SECTION 23  
(BASIS OF BEARINGS)

14 13

UPPER MANATEE  
RIVER ROAD  
MAINTAINED RIGHT  
OF WAY (WIDTH  
VARIES)

L51

S89°12'54"E 1337.01'

POINT OF BEGINNING

L1

N89°32'25"W

1311.93'

L50  
L49  
L46  
L45  
L43  
L41  
L40  
L44  
L47  
L42

N24°10'20"E  
438.85'

WEST BOUNDARY OF THE  
NORTHEAST 1/4 OF SECTION 23

L38  
C10  
L37  
L35  
L36  
C9  
L33  
L32

L30  
L27  
L29  
L28

REAGAN LANDING  
PHASE I CDD  
AREA=98.303 acres,  
more or less.

Parcel Identification: 556700309  
Owner: REAGAN FAMILY RANCH LLC  
Official Record Instrument:  
202441074439

S00°51'06"W 2348.20'

Parcel Identification: 556600259  
Owner: QUITY TRUST  
COMPANY FBO JOHN  
AFFOLTER IRA

SECTION 23-34S-19E  
SECTION 24-34S-19E

N10°54'56"W  
188.26'

N79°45'05"W  
70.69'  
L19  
L17  
L15  
L14  
L23  
L22  
L21  
L20  
L18  
L16  
L15  
S84°32'18"W  
61.73'

SOUTH BOUNDARY  
OF THE NORTHEAST  
1/4 OF SECTION 23

N12°28'21"E  
226.00'

N33°47'52"E  
179.11'  
1557.19'  
RYE ROAD NORTHEAST  
MAINTAINED RIGHT OF  
WAY (WIDTH VARIES)

Parcel Identification: 556700309  
Owner: REAGAN FAMILY RANCH LLC  
Official Record Instrument:  
202441074439

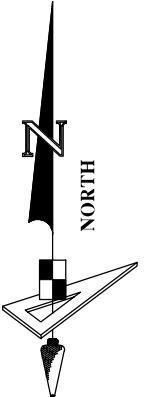
NORTHWESTERLY MAINTAINED  
RIGHT-OF-WAY LINE OF RYE ROAD  
NORTHEAST BASED ON FENCE  
LOCATION PER COUNTY, JOSH LYON  
AND ERIK THOMPSON, 2022-7-14

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No.: LB 7768

**GeoPoint**

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Fax: (813) 248-2266



0 200 400  
1" = 400'

## NOTES:

- 1) See Sheets 1 & 2 for Description and Surveyors Notes.
- 2) See Sheet 4 for line and curve tables.

# Exhibit A

(Not A Survey)

Line Data Table		
No.	Bearing	Length
L1	S00°27'35"W	53.62'
L2	N39°44'33"W	90.58'
L3	N24°53'50"E	33.96'
L4	N15°46'36"E	54.02'
L5	N12°08'24"E	65.40'
L6	N15°18'52"E	51.36'
L7	N22°29'18"E	51.39'
L8	N29°41'25"E	51.34'
L9	N39°30'17"W	4.93'
L10	S33°47'52"W	38.30'
L11	N56°12'08"W	50.00'
L12	N33°47'52"E	22.96'
L13	N13°01'12"W	179.99'
L14	S78°29'36"W	61.73'
L15	S81°30'54"W	61.73'
L16	S87°33'43"W	61.73'
L17	N89°24'53"W	61.73'

Line Data Table		
No.	Bearing	Length
L18	N86°23'29"W	61.73'
L19	N83°05'00"W	70.69'
L20	N76°26'35"W	61.73'
L21	N73°31'17"W	61.80'
L22	N72°42'50"W	19.00'
L23	N53°12'52"E	121.01'
L24	N33°36'57"W	50.00'
L25	N32°28'44"W	105.00'
L26	S57°31'16"W	137.71'
L27	S58°02'27"W	54.29'
L28	S83°58'09"W	47.07'
L29	N76°23'02"W	456.73'
L30	N13°36'58"E	31.56'
L31	N08°28'52"E	173.97'
L32	N13°25'54"E	51.15'
L33	N19°50'35"E	20.41'
L34	N58°41'39"W	131.32'

Line Data Table		
No.	Bearing	Length
L35	N24°10'20"E	102.69'
L36	N31°18'21"E	50.00'
L37	N58°41'39"W	12.52'
L38	N24°10'20"E	52.00'
L39	S65°49'40"E	130.00'
L40	N25°04'03"E	10.00'
L41	N29°39'54"E	41.33'
L42	N37°04'10"E	41.33'
L43	N44°28'26"E	41.33'
L44	N51°52'42"E	41.33'
L45	N59°16'58"E	41.33'
L46	N66°41'15"E	41.33'
L47	N74°05'31"E	41.33'
L48	N12°12'21"W	130.00'
L49	N09°03'55"W	50.07'
L50	N09°24'19"W	131.00'
L51	N01°05'28"E	50.08'

Curve Data Table					
No.	Radius	Arc	Central Angle	Bearing	Chord
C1	300.00'	102.80'	19°38'01"	N49°19'18"W	102.30'
C2	25.00'	37.99'	87°03'50"	S77°19'46"W	34.44'
C3	25.00'	47.90'	109°46'38"	N21°05'27"W	40.90'
C4	175.00'	93.10'	30°28'58"	S88°46'44"W	92.01'
C5	1350.00'	81.11'	3°26'33"	S75°15'31"W	81.10'
C6	250.00'	130.01'	29°47'50"	N52°14'47"W	128.55'
C7	25.00'	37.15'	85°07'52"	N79°54'48"W	33.82'
C8	25.00'	39.28'	90°01'20"	N12°30'34"E	35.36'
C9	25.00'	42.38'	97°08'01"	N72°44'21"E	37.49'
C10	25.00'	36.16'	82°51'59"	N17°15'39"W	33.09'
C11	500.00'	21.70'	2°29'10"	N79°21'06"E	21.69'

**NOTES:**

- 1) See Sheets 1 & 2 for Description and Surveyors Notes.
- 2) See Sheet 3 for sketch.



# STATEMENT OF QUALIFICATIONS FOR REAGAN LANDING CDD

January 6, 2026



Tampa Office (Headquarters)  
5904-A Hampton Oaks Parkway  
Tampa, FL 33610  
Ph: (813) 253-5311

Orlando Office  
6675 Westwood Blvd. Ste 350  
Orlando, FL 32821  
Ph: (321) 559-8521

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Emerald Coast Office  
2211 S. Highway 77, Ste 206  
Lynn Haven, FL 32444  
Ph: (850) 387-1510

The Reagan Landing Community Development District (District) is seeking qualified consulting firms to provide District Engineer services on a continuing basis for the District's stormwater management system, landscaping improvements, utilities, roadway improvements, and other public improvements authorized by Chapter 2025-238, Laws of Florida. We understand the types of projects the District is likely to undertake may include planning, preparing reports and plans, infrastructure design and permitting, project coordination, landscape architecture and construction engineering and inspections for the District. We understand that cooperation and coordination with District staff, other consultants, and District residents while providing services supporting such projects is paramount to the success of those projects as well. Our mission is to develop engineering solutions that incorporate the vision of our clients. Our solutions are practical, economical and acceptable to governing agencies while protecting the health, safety and welfare of the public.

### Company Overview

Heidt Design is a multi-disciplinary consulting firm that specializes in the planning and design of master planned communities throughout west central Florida. Heidt Design delivers comprehensive civil engineering services that include visioning, planning, engineering design and permitting, ecological permitting, landscape architecture, CDD engineering and construction engineering and inspection services. Located at 5904 Hampton Oaks Parkway, Suite A, in Tampa, Heidt Design has earned an excellent reputation, and counts among its staff some of the most respected engineering, environmental and planning professionals in the region. While not a minority business enterprise, the principals and associates of Heidt Design have built a reputation for leadership by creating innovative solutions to meet the complex and ever-changing needs of our clients – clients who demand designs that maximize functional efficiency, visual appeal and financial return. Every member of our team works together – pooling a wealth of resources to address challenges with a unified strategy. This results in the creation of unique, economically feasible projects that contribute value not only to the owner, but also to the community as a whole.

Heidt Design and its staff have extensive experience assisting in the creation of and the ongoing operation of over twenty (20) Community Development Districts (CDD) in eight different municipalities, including serving as the current Interim District Engineer for the Reagan Landing CDD. As CDD engineers we have an understanding of how these districts are created and how they function on a daily basis. We've created Engineer's Reports, processed requisitions, coordinated construction and attended board meetings. We believe our abundance of experience with CDD's and at Reagan Landing makes us uniquely qualified for the services being sought through this RFQ. Below is a list of current and past CDD's for which Heidt Design is/was the District Engineer:

• K-Bar Ranch II CDD	• Long Lake Ranch CDD
• Easton Park CDD	• Westchase CDD
• Covington Park CDD	• Watergrass CDD I and II
• Belmont CDD	• Connerton West CDD
• FishHawk Ranch CDDs I, II, III and IV	• TSR CDD (Starkey Ranch)
• Stonebrier CDD	• Lakeshore Ranch CDD
• Cheval West CDD	• Woodlands CDD
• Park Place CDD	• Serenoa CDD
• La Collina CDD	• Cross Creek CDD
• Cresswind Deland CDD	• Stonegate Preserve CDD
• Tuscany Reserve CDD	• Parrish Plantation CDD
• Shores at Stillwater CDD	• Reagan Landing CDD

## Personnel

Heidt Design is staffed with a team of highly qualified and experienced professionals. Heidt Design employs twelve (12) professional engineers, four (4) registered landscape architects and two (2) AICP certified planners. In addition to these professionals, the Heidt Design family includes an additional thirty-five (35) staff members who provide CAD, GIS, graphic arts, inspections and administrative support for our projects.

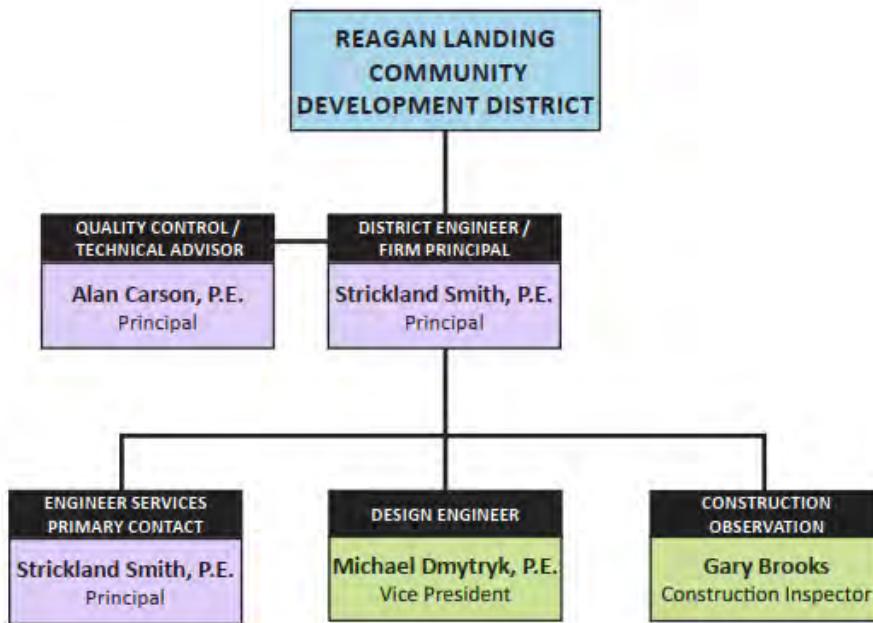
Specific to this RFQ, we have assembled a team of staff members who will be expressly available to respond to any requests for service from the District. As individual tasks require, additional staff will be incorporated into the team in order to provide timely support. The following is an organizational chart of the District team followed by brief biographies of key team members. As requested, Standard Form 330 resumes for each team member are also provided in Tab 3.

### District Engineer and Principal in charge

***Strickland T. Smith, P.E.***, the proposed District Engineer, has a B.S. in Civil Engineering from the University of Central Florida and over 30 years of experience designing and managing master planned communities throughout the west coast of Florida. Mr. Smith has served as CDD Engineer for multiple CDD's across west and central Florida. Some of Strickland's project management experience includes Reagan Landing in Manatee County, Stonegate Preserve in Manatee County, Sapphire Point in Lakewood Ranch, Manatee County, Emerald Landing in Sarasota County, Vilano in Sarasota County, Harbor Isle in the City of Bradenton, Islandwalk in the City of North Port, Fishhawk Ranch and Westchase in Hillsborough County.

# REAGAN LANDING CDD DISTRICT ENGINEER PROJECT TEAM

## ORGANIZATIONAL CHART



### Quality Assurance/Quality Control & Technical Support

**Alan Carson, P.E.** will provide the District Engineer with engineering technical support and QA/QC oversight. Mr. Carson has over 25 years of experience and serves as an officer of Heidt Design. As Director of Engineering Design, Mr. Carson's responsibilities include oversight of all engineering design and plans production activities. He has successfully led both private and public project teams in Pasco, Polk, Osceola, Hillsborough, Hernando, Marion, Manatee, and Sarasota Counties and more. Mr. Carson has a B.S. Degree in Civil Engineering from Florida State University and a M.S. Degree in Engineering Management from the University of South Florida.

Mr. Carson's technical expertise includes developing, modeling, designing and permitting the stormwater management systems for large-scale developments. His expertise also includes regional and sub-regional watershed analyses in which basin models have not yet been developed by governing agencies.

## Construction Management/Field Coordination

**Mr. Gary Brooks** will oversee the construction inspection services for District projects. Gary brings more than 18 years of field experience to the team and is a FDEP NPDES Certified Stormwater Inspector. He has provided construction inspection services for many projects in Manatee and Sarasota Counties.

The Heidt Design team takes pride in providing comprehensive, technically sound solutions to our clients' design, permitting and contract management challenges. We continue to work hard to perfect the reputation for quality design standards and responsiveness. Heidt Design's professional staff possesses the qualifications and experience to successfully meet any and all District engineering needs.

## Project Experience

As previously mentioned, Heidt Design has a tremendous amount of experience working with both developers of large master planned communities and Community Development Districts associated with those communities. The complete resumes of our professionals include planning, design and management experience for over 40 projects that encompass 1000 acres or more. These projects inherently require services similar to those that may be requested by the District. We have included several examples of these projects in the Standard 330 forms attached however many more examples and references can be provided if so desired.

## Services Provided

As one of the premier design firms in the Tampa Bay Area, Heidt Design provides an extensive list of services to their public and private clients. Please find a brief description of many of the services our firm provides below:

### *CDD District Engineer Services*

As previously mentioned, Heidt Design has or is currently serving as the District Engineer for twenty (20) Community Development Districts. Services range from assisting with the establishment of the District to ongoing services on an as needed basis.

Our District Engineer Services include:

- Board of Supervisor meeting attendance & preparation of necessary reports
- Master Maintenance exhibits
- CDD Establishment Support
- Master Engineer's Report
- Bond Validation assistance
- Stormwater Collection & Treatment System Inspections
- Preparation of requested Construction Drawings and Specification
- Requisition review
- Construction Certifications
- NPDES Permitting & Compliance
- Public Facilities Reports
- Stormwater System Monitoring & Maintenance Reports

- Permitting through all regulatory agencies (local, state & federal)
- Bid package preparation

## *Engineering*

The Heidt Design Team provides engineering design and consultation services to public and private sector clients from preliminary site evaluation to completion and acceptance of a project by regulatory agencies. Our mission is to develop engineering solutions that incorporate the vision of our clients' planning concepts. Our solutions are practical, economical and acceptable to governing agencies while protecting the health, safety and welfare of the public.

Our Design Services include:

- Regional Hydrological & Surface Water Studies
- Master Stormwater Planning & Design
- Master Wastewater Planning & Design
- Master Water Planning & Design
- Site Specific Infrastructure Design
- Stormwater Collection & Treatment Systems
- Water & Reclaimed Water Distribution Systems
- Wastewater Collection, Pump Station & Force Main Systems
- Roadway Intersection Improvements Design
- Residential Site Development
- Urban Infill & Retrofit Design
- Commercial Site Development
- Industrial Site Development
- Permitting through all regulatory agencies (local, state & federal)
- NPDES Permitting & Compliance

## *Construction Inspection*

Heidt Design's Construction Inspection Department provides critical coordination between the client, the design engineer, the contractor, and governmental agencies. In addition, coordination with the team's construction staking crews ensures that our projects are closely monitored and that site-specific challenges are met with minimal delay. We stay current on all regulatory changes that impact the construction process and stay engaged with agency inspectors so we can facilitate the procedures for project inspection and close-out. We also maintain the following certifications:

- CTQP – Earthwork Construction Inspection Levels 1 & 2
- CTQP – Asphalt Paving Levels 1 & 2
- CTQP – Concrete Field Technician – Level 1
- ACI Concrete Field Testing Technician – Grade 1
- FDOT Concrete Field Inspector Specification
- Nuclear Radiation Safety Training
- FDEP NPDES Certified Stormwater Inspector
- HAZMAT Training

\*CTQP is the FDOT Construction Training Qualification Program

Our Inspection Services include:

- Roadway Subgrade, Base, Curb & Asphalt Inspection
- Results Observation of Pressure Pipe Pressure Tests
- Lamping & Televising of Sanitary Sewer Lines
- Wastewater Pump Station Start-ups
- Review of Change Orders
- Review of Construction Progress Pay Requests
- Preparation & Processing of Record Drawings
- Review of Test Reports
- Punch-list & Final Inspections
- Review of Shop Drawings

### Schedule and Budget

Heidt Design is sensitive to the fact that creating and meeting project schedules is critical to the overall success of a project. The District Engineer will be responsible for creating a project schedule that accounts for the essential items necessary to deliver the intended work product on time. For larger projects, the schedule will be developed utilizing Microsoft Project and will link dependent tasks such that the critical path tasks can be easily identified and tracked. The project schedule will be distributed to the client and all team members.

For all projects, Heidt Design uses two specific weekly staff meetings to assist project managers in allocating resources and to anticipate tasks with significant lead times such that schedules are not delayed. Project managers meet with design and permitting staff to discuss individual projects. Overall schedules are discussed and other team members are informed of upcoming needs and tasks they may be required to perform. The second staff meeting is held to assign resources to specific projects for the following week. Each staff member's work load is reviewed and adjustments are made if additional resources are needed to maintain a project's schedule.

Other meetings that are helpful in maintaining project schedules are pre-submittal conferences with agencies, internal pre-design meetings and regularly scheduled meetings with the client and other team members. Pre-submittal conferences are helpful in understanding the ground rules for the permitting of the project. Taking time to explain the details of a project to agency reviewers and having a clear understanding of their concerns and expectations goes a long way to minimize review comments and potential delays. Internal pre-design meetings allow time for the project team to discuss the project holistically and to ask questions of each other in order to ensure each team member has a clear understanding of the tasks at hand. The project schedule is discussed and milestone dates and deadlines are established. Regular team meetings with the client allow for the client to stay informed and up to date on the status of the project as well as to provide quality face to face time with the team to discuss important specifics that may need to be addressed.

Heidt Design incorporates a systematic quality assurance and quality control program intended to ensure the quality of all aspects of a project. The internal process employs senior staff not directly involved with

the project to review and comment on the project as objectively as possible. Items are checked to confirm that all reports, client recommendations, review comments and general design procedures have been accommodated. We recognize that when designs are properly reviewed and checked the result is an efficient design and a cost effective product on the ground which in turn helps projects come in on budget.

Another way Heidt Design works to help projects stay on budget is by performing a constructability review of our plans. This is a "third party review" in that in-house construction inspection personnel perform this review in conjunction with the production of material take-offs and estimated pricing. These members of the Heidt Design team are our eyes and ears in the field and provide the construction level detail and knowledge required to take the project from the engineering design to the finished product. The review of the project through the eyes of construction minded personnel allows Heidt Design to create a design product that is both easy to understand, favorable to bid and efficient to construct. This additional review results in fewer change orders and reduces the potential for costly time delays during construction.

While not every project for the District would require this level of effort, the process of identifying and allocating resources to meet the needs of the District to address issues as they arise is extremely important to the success of the District and the satisfaction of its residents. Heidt has the resources and processes in place to provide cost effective solutions in a timely manner to the District.

### **Workload**

Heidt Design has capacity to work for the District. We are currently operating at 80% of our capacity and are projecting to operate at a similar capacity in the next year. Additionally, through the scheduling and staff resourcing efforts previously described and continuing to acquire outstanding talent, we are flexible to adjust resource allocations as needed to meet any given demand. We are confident we can effectively produce for the District.

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME Strickland T. Smith	13. ROLE IN THIS CONTRACT District Engineer and Principal in charge	14. YEARS EXPERIENCE a. TOTAL 31	b. WITH CURRENT FIRM 15
15. FIRM NAME AND LOCATION (City and State) Heidt Design, LLC. Tampa, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) University of Central Florida Bachelor of Science in Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida Registered Professional Engineer No. 50652		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Tampa Bay Builders Association (TBBA), Manatee-Sarasota Building Industry Association (MSBIA)			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State) FishHawk Ranch West Phases 2, 3, 4, 5 and 6 Hillsborough County, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION (If applicable) 2011-2017   Complete	
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager and community development district (CDD) engineer for this 4,000 acres Development of Regional Impact (DRI) in eastern Hillsborough County. Responsible for the design and permitting of all components of the community including master roadways, utilities, and lot development. Handled all duties required of the CDD engineer during this time period.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Waterlin (fka Green Island Ranch), Osceola County, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION (If applicable) Ongoing   Ongoing	
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager responsible for the design and permitting of for several phases of a Master Planned Community consisting of 1,000 residential units and 2.5 miles of collector roadways.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Bournside Blvd. North Phase II and Bournside Blvd. South Phase I & II Manatee County, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION (If applicable) 2016-2018   Ongoing	
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager responsible for the design and permitting of approximately 2.2 miles of 4-lane collector road for the Lakewood Ranch Stewardship District.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Harbour Isle City of Bradenton, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION (If applicable) 2011-2019   On-going	
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager for this 686 unit master planned community on Perico Island in the City of Bradenton. Project consists of over 6,800 LF of collector road and master utilities including two lift stations. Project amenities include a ±18,000 SF Beach Club, two pools, pocket parks, and walking paths. A marina is currently being designed and permitted.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Solera at Lakewood Ranch Manatee County FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION (If applicable) 2017-2019   Ongoing	
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project manager for this 488 unit master planned community, including ± 31 acres of commercial uses, in Manatee County. Project includes 2,400 LF of collector roadways including turn lane improvements to US 301 and S.R. 62.	<input checked="" type="checkbox"/> Check if project performed with current firm	

#### E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME  Alan Carson, P.E.	13. ROLE IN THIS CONTRACT  Senior Engineer, Drainage/Utility Design	14. YEARS EXPERIENCE  a. TOTAL 27      b. WITH CURRENT FIRM 14	
15. FIRM NAME AND LOCATION (City and State)  Heidt Design, LLC - Tampa, FL			
16. EDUCATION (Degree and Specialization)  Bachelor of Science in Civil Engineering, Florida State University Master of Civil Engineering, University of South Florida		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)  Registered Professional Engineer Number 59280 State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  Completed training courses in Stream Morphological Assessments and Natural Channel Design Principles.			
<b>19. RELEVANT PROJECTS</b>			
(1) TITLE AND LOCATION (City and State)  Waterlin (fka Green Island Ranch), Osceola County, FL		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) On-going                      On-going	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  a. Senior Design Engineer for a several phases of a Master Planned Community consisting of 1,000 residential units and 2.5 miles of collector roadways. Services provided for this project include design supervision and QA/QC for stormwater management		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)  Epperson, Pasco County, FL		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) 2021                            2025	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  b. Senior Drainage Design Engineer for a 1,020 acre community consisting of 1,400 residential units and 20,000 square feet of commercial uses. Services provided for this project include design supervisions and QA/QC for construction plans including water distribution, sewer collection, stormwater management facilities, and roadway design and permitting.		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)  Starkey Ranch, Pasco County, FL		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) 2021                            2023	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  c. Senior Design Engineer for mulitple phases of a 2,500 acre Master Planned Community, including residential units, commercial areas and parks. Services provided for this project include design supervision and QA/QC for stormwater management		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)  Latitude Margaritaville Watersound, Bay County, FL		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) On-going                      On-going	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  d. Drainage Design Engineer for a 0.5 mile widening project for Commerce Park Boulevard in New Tampa. Existing two lane facility widened to four lanes within existing right-of-way. Responsible for design of roadside ditches, storm sewer system, side drain sizing and ERP permitting.		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)  Bell Shoals Road, Hillsborough County, FL		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) 2018                            2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  e. Senior Drainage Design Engineer for a 4 mile roadway widening project for Bell Shoals Road in Hillsborough County. Services provided for the project include stormwater management system design, modeling and permitting. Additional services		<input checked="" type="checkbox"/> Check if project performed with current firm	

## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME  Michael Dmytryk, P.E.	13. ROLE IN THIS CONTRACT  Lead Engineer	14. YEARS EXPERIENCE  a. TOTAL      b. WITH CURRENT FIRM 19              15	
15. FIRM NAME AND LOCATION (City and State)  Heidt Design, LLC    Tampa, FL			
16. EDUCATION (Degree and Specialization)  Bachelor of Science in Civil Engineering University of South Florida  Specialization in Hydraulics and Water Resources	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)  Registered Professional Engineer Number 76889 State of Florida		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

### 19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)  Latitude Margaritaville Watersound Area 1 Phase 1 Thru 5B		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) 2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  a. Design Engineer for approximately 1,365-acre master planned community including single family development and collector roadway. Designed roadway PGL's and lot grading along with stormwater conveyance systems and sanitary sewer collection systems. Coordinated conflicts between utilities (water/sewer) and drainage (storm pipe).		<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)  Wolf Creek Phase A thru Phase G Hillsborough County, Florida		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) 2008              2009	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  b. Design Engineer for approximately 1,035-acre master planned community including single family development and collector roadway. Designed roadway PGL's and lot grading along with stormwater conveyance systems and sanitary sewer collection systems. Coordinated conflicts between utilities (water/sewer) and drainage (storm pipe).		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)  Serenoa Village 4 Lake County, Florida		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) 2022	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  c. Design engineer for approximately 50-acre multi-family development. Designed drivel aisles, parking and building grading along with stormwater conveyance systems and sanitary sewer collection systems. Coordinated conflicts between utilities (water/sewer) and drainage (storm pipe). Also, designed potable water distribution system.		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)  Towns at Woodsdale Phase 1 & 2 Pasco County, Florida		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) 2021	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  d. Design engineer for approximately 77-acre single family development. Designed overall master stormwater modeling. Design roadway PGL's and lot grading along with stormwater conveyance systems and sanitary sewer collection systems. Coordinated conflicts between utilities (water/sewer) and drainage (storm pipe).		<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)  Cresswind Deland City of Deland, Volusia County, Florida		(2) YEAR COMPLETED  PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) 2021	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE  e. Design engineer for approximately 320-acre single family development. Designed Master Plans for sanitary sewer collection system, potable and reclaim water distribution system, and overall master stormwater modeling.		<input checked="" type="checkbox"/> Check if project performed with current firm	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME  Gary Brooks	13. ROLE IN THIS CONTRACT  Construction Inspector	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 9
15. FIRM NAME AND LOCATION (City and State)  Heidt Design, LLC - Tampa, FL		16. EDUCATION (Degree and Specialization)	
		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a. Reagan Landing, Manatee County, Florida	Ongoing	<input checked="" type="checkbox"/> Check if project performed with current firm
b. Shores at Stillwater, Sarasota County, Florida	Ongoing	<input checked="" type="checkbox"/> Check if project performed with current firm
c. Stonegate Preserve, Manatee County, Florida	Ongoing	<input checked="" type="checkbox"/> Check if project performed with current firm
d. Emerald Landing, Sarasota County, Florida	Ongoing	<input checked="" type="checkbox"/> Check if project performed with current firm
e. Sapphire Point, Manatee County, Florida	Ongoing	<input checked="" type="checkbox"/> Check if project performed with current firm

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER

## 21. TITLE AND LOCATION (City and State)

Belmont CDD  
Hillsborough County, FL

## 22. YEAR COMPLETED

PROFESSIONAL SERVICES  
On-going

CONSTRUCTION (If applicable)  
On-going

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Belmont CDD	Christine Perkins, Rizzetta	(813) 533-2950

## 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

The Belmont community, located in Hillsborough County, FL, contains over 2,120 single family attached and detached residential homes. Also included in this development are a large community recreation center, elementary school site, and county park site.

Winding through the development are over 7,600 linear feet of four-lane divided collector road leading from US 301. Located on the west side of the development is a significant wetland and upland habitat natural preserve area, associated with Bull Frog Creek. The preservation of this environmental community is a cornerstone of the development principles.

Heidt Design has performed numerous designs for the various phases of development including all aspects of design and permitting, planning, and construction engineering services. Heidt Design participated in the CDD creation/validation and also participates in the on-going functions of the community by serving as District Engineer.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a	(1) FIRM NAME Heidt Design, LLC	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Engineering, Landscape Architecture, CDD Engineer, Ecological Services
b	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION (City and State) Connerton CDD Pasco County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
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**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Connerton West CDD	b. POINT OF CONTACT NAME Greg Cox, Rizzetta	c. POINT OF CONTACT TELEPHONE NUMBER 813-533-2950
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**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

Connerton is West Florida's only New Town - a planned, family-friendly and environmentally conscious community spread across 4,800 acres in Pasco County. Upon completion, the community will accommodate approximately 8,700 homes and more than 3 million square feet of commercial space for office, retail, government, medical and industrial uses.

Key Heidt Design personnel have been in a leadership role in all aspects of the planning, design, permitting and construction of this community. From its inception, Heidt has managed the Development of Regional Impact, various NOPC modifications and land planning phases. Heidt has also handled the design, permitting, platting and construction phase services for all of the residential, towncenter, amenity, commercial and office uses developed to date.

Residents of Connerton enjoy aquatic playgrounds, a fitness center, an outdoor amphitheatre and extensive trail systems designed to connect everyone to the natural environment without knowing that a multi-disciplined team of professionals navigated a complex regulatory process to achieve the developer's goals. Expansion and redesign of some of these facilities were directed by the CDD while Heidt served as the District Engineer.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME Heidt Design, LLC	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, Landscape Architecture, CDD Engineer, Ecological Services
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) Covington Park CDD Hillsborough Co., FL	22. YEAR COMPLETED PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) On-going

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Newland Communities	b. POINT OF CONTACT Alex McLeod	c. POINT OF CONTACT TELEPHONE NUMBER (813) 620-3555
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#### 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Covington Park is a 400-acre Master Planned residential development containing 1,200 homes. The community includes several parks and an elementary school. While at Heidt & Associates, key Heidt Design personnel provided a full range of planning, surveying, engineering, environmental and construction phase services for Covington Park. Heidt assisted with the entitlement planning and performed land planning services. Survey services included boundary, topographic and tree surveys, legal descriptions and platting. Engineering services involved all aspects of design and permitting from Master Plans through utility, stormwater and roadway infrastructure construction plans and permits. Also included is environmental design and permitting and construction inspection and certification activities. Heidt Design also participates in the on-going functions of the community by serving as District Engineer, which is currently undergoing a major park renovation project.



### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a	(1) FIRM NAME Heidt Design, LLC	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, Landscape Architecture, CDD Engineer, Ecological Services
b	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
Easton Park CDD	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	2015	2012

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Rizzetta & Company	C. Perkins	(813) 533-2950

#### 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Easton Park is a 600-unit single family residential community located within the City of Tampa. Easton Park is part of the K-Bar Ranch property that was annexed into the City of Tampa from Hillsborough County and is home to one of the first recognized wildlife corridors within the city limits. This wildlife corridor, including passive trails, is an integral part to this environmentally sensitive development.

The project contained six (6) floodplain mitigation ponds and over thirteen (13) stormwater ponds. Many of the ponds were integrated with Branch Creek, a significant riverine basin that required basin flood modeling.

Services provided by Heidt Design include planning, entitlement, environmental, surveying, infrastructure design, platting, construction

phase services, as well as all aspects of local, state, and federal permitting. Heidt also provided services to the Community Development District as the District Engineer providing CDD creation/validation exhibits, CDD Engineer's Reports and miscellaneous CDD Engineer responsibilities



### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Heidt Design, LLC	(2) FIRM LOCATION (City and State) Tampa, Florida	(3) ROLE Civil Engineering, Landscape Architecture, CDD Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) FishHawk CDDs (I, II, III, & IV)	22. YEAR COMPLETED PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) On-going

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Newland Communities	b. POINT OF CONTACT Alex McCleod	c. POINT OF CONTACT TELEPHONE NUMBER (813) 620-3555
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#### 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

A 3,000 Acre master planned community in Hillsborough County that accommodates more than 5,100 homes and more than 480,000 square feet of commercial, office and retail uses, FishHawk Ranch offers residents walkable neighborhoods with more than 20 miles of nature trails connecting schools, parks, amenities, and Park Square Towncenter. FishHawk provides a variety of residential styles and mixed uses while preserving more than one third of the property as environmental habitat.

Services provided by Heidt Design personnel included planning, entitlement, environmental, survey, infrastructure design, platting and construction phase services, as well as all aspects of local, state and federal permitting. From the Development Regional Impact and Master Planning to residential, towncenter and commercial infrastructure design, the leadership and associates of Heidt Design has provided the full range of development related services. Heidt Design continues to provide these services for land acquisitions, development expansions and off site improvements.

Heidt Design also participates in the ongoing functions of the community by serving as District Engineer for three separate community development districts.



### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a	(1) FIRM NAME Heidt Design, LLC	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, Landscape Architecture, CDD Engineer
b	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S  
QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)*

**20. EXAMPLE PROJECT KEY  
NUMBER**

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED
K-Bar Ranch CDD	PROFESSIONAL SERVICES      CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Eisenhower Property Group	Mark J. Spada	813-918-4048

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT** *(Include scope, size, and cost)*

K-Bar Ranch is a planned, family-friendly and environmentally conscious community spread across 1,020 acres in Pasco County. Upon completion, the community will accommodate approximately 1,400 homes and more than 20,000 square feet of commercial space for office, retail, medical, and industrial uses.

Key Heidt Design personnel have been in a leadership role in all aspects of the planning, design, permitting, and construction of this community. From its inception, Heidt has managed the Development of Regional Impact, various NOPC modifications and land planning phases. Heidt has also handled the design, permitting, platting, and construction phase services for all the residential, towncenter, amenity, commercial, and office uses developed to date.

Residents of K-Bar Ranch enjoy aquatic playgrounds, a fitness center, an outdoor amphitheatre and extensive trail systems designed to connect everyone to the natural environment without knowing that a multi-disciplined team of professionals navigated a complex regulatory process to achieve the developer's goals. Expansion and redesign of some of these facilities were directed by the CDD while Heidt served as the District Engineer.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) Long Lake Ranch CDD Pasco County, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) On-going

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Long Lake Ranch, LLC	b. POINT OF CONTACT Mark J. Spada	c. POINT OF CONTACT TELEPHONE NUMBER (813) 290-7900
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#### 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Long Lake Ranch is a 350-acre, residential component of the Long Lake Ranch DRI. Heidt's involvement includes the over-sight of coordinating all technical aspects of the project, including infrastructure design, and environmental and local agency permitting. Heidt coordinated client and regulatory exchange during the stormwater management design and permitting process for this project. This project included updating and use of a regional watershed model (the Anclote River model) while incorporating special sensitivity to downstream properties with the knowledge of pre-existing flooding issues. Project design and permitting has ended and construction commenced in April 2013. The final phase of construction is currently underway.



Heidt Design also participates in the on-going functions of the community by serving as District Engineer, issuing revised Engineer's Report in support of the bond issuance and providing other miscellaneous CDD Engineer Services..

### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME Heidt Design, LLC	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, Landscape Architecture, CDD Engineer, Ecological Services
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
<b>21. TITLE AND LOCATION (City and State)</b>		
Starkey Ranch/TSR CDD Pasco County, Florida	<b>22. YEAR COMPLETED</b> PROFESSIONAL SERVICES On-going	CONSTRUCTION (If applicable) On-going

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER WS-TSR, LLC	b. POINT OF CONTACT Reed Berlinsky	c. POINT OF CONTACT TELEPHONE NUMBER 321-805-4830
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#### 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Starkey Ranch is a +/-2,500 acre master-planned community in Pasco County adjacent to the Jay B. Starkey Wilderness Park for which Heidt Design is providing engineering, planning and environmental services. Stormwater and floodplain modeling and design, landscape & hardscape design, wetland mitigation & habitat creation design, permitting, and construction phase observation services are being done by Heidt Design directly. Heidt Design is also responsible for the architectural building design, permitting and construction administrative services, which are being performed by subconsultants under the direction of Heidt Design. Geotechnical investigative services are also being performed by a subconsultant under Heidt Design's direction. Neighborhoods are centered on parks and interconnected trails with a community K-8 school, an expansive district park for athletic activities and recreation, a business park and town center.

Heidt Design participated in the CDD creation and bond validation efforts. Also participated in the on-going functions of the community by serving as District Engineer.

Heidt Design was also involved in the design, permitting & construction inspections of the District Park. The Starkey Ranch District Park and co-located K-8 school site is a 161.62 acre area located within the Starkey Ranch development. The District Park was created through a public-public-public-private partnership with Pasco County, the School Board, Pasco Parks & Recreation and Wheelock Communities. It will be the first park, library, school and theatre combined complex in the state of Florida. When completed, the joint-use complex will contain: a kindergarten through 8th grade combined elementary & middle school; a 20,000 sq. ft. public library; a 6,000 sq. ft. community & school theater facility; a gymnasium; 6 baseball/softball fields; 10 multi-purpose fields for football, soccer and lacrosse; playgrounds for neighborhood park use; tennis courts; basketball courts; a track; more than a mile of trails that connect to the Starkey Ranch community trail system; picnic pavilions; and press boxes/concession stands with restrooms.



### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Heidt Design	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Engineering, Environmental, Landscape Architecture, Certification & Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) WaterGrass CDD	22. YEAR COMPLETED PROFESSIONAL SERVICES      CONSTRUCTION (If applicable) On-going                              On-going	

### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER <b>CKB Development, LLC</b>	b. POINT OF CONTACT <b>Craig B. Weber</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(813) 994-2277</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

WaterGrass is a 1,999-unit single and multi-family mixed-use community located in central Pasco County. WaterGrass also has 140,000 square feet of retail and 73, 000 square feet of office entitlements that are part of the Promenade Town Center, a mixed-use TND Town Center shared by WaterGrass and two adjacent developments and located in each of the four quadrants of the intersection of Overpass and Curley Roads.

WaterGrass contains numerous amenitized neighborhood parks, along with a future Community Center, and the recently opened WaterGrass Elementary School.

Services provided by Heidt Design include planning, entitlement, environmental, infrastructure design, construction phase services, as well as all aspects of local, state and federal permitting. Heidt continues to provide services to the Community Development District as the District Engineer.



### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a	(1) FIRM NAME <b>Heidt Design, LLC</b>	(2) FIRM LOCATION (City and State) <b>Tampa, FL</b>	(3) ROLE <b>Engineering, Certification &amp; Inspection, Environmental, CDD Engineer</b>
b	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

# STATEMENT OF QUALIFICATIONS FOR REAGAN LANDING CDD



*Integrity   Intentional   Innovative   Invested*

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