

North River Ranch Improvement Stewardship District

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

The following is the proposed agenda for the meeting of the Board of Supervisors for the North River Ranch Improvement Stewardship District, scheduled to be held **Wednesday, April 14, 2021 at 2:00 p.m. at 8141 Lakewood Main Street, Bradenton, FL 34202**. The following is the proposed agenda for this meeting.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: 1-844-621-3956
Participant Code: 790 562 990 #

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Business Matters

1. Appointment of Auditor Selection Committee
2. Consideration of the Minutes of the February 10, 2021 Organizational Meeting Minutes
3. Public Hearing on the Adoption of the District's Fiscal Year 2020-2021 Budget
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2021-25, Adopting Fiscal Year 2019-2020 Budget and Appropriating Funds.
4. Public Hearing on the Adoption of District Rules of Procedure
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2021-26, Adopting Rules of Procedure
5. Public Hearing on the District's Use of the Uniform Method of Levying, Collection and Enforcing Non-Ad Valorem Assessments
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2021-27, Adopting the Uniform Method
6. Consideration of Resolution 2021-28, Amending Resolution 2021-02 to Re-Set the Date And Time Of The Public Hearing On The Merger Agreement
7. Consideration of Statement of Qualifications for the Position of District Engineer
8. Ratification of Funding Requests # 1-5
9. Review of District Financial Statements



Other Business

Staff Reports

District Counsel

District Engineer

District Manager

Supervisor Requests and Audience Comments

Adjournment



pfm

**North River Ranch Improvement
Stewardship District**

Appointment of Auditor Selection Committee

**North River Ranch Improvement
Stewardship District**

Consideration of the Minutes of the February 10,
2021 Organizational Meeting Minutes

MINUTES OF MEETING

**NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT
ORGANIZATIONAL MEETING MINUTES**

Wednesday, February 10, 2021 at 2:00 PM

**8141 Lakewood Main Street,
Bradenton, FL 34202**

Board Members present via phone or in person:

Dale Weidemiller	Board Member
Pete Williams	Board Member
Janice Snow	Board Member
Priscilla Heim	Board Member
John Blakley	Board Member

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC	
Venessa Ripoll	Assistant District Manger- PFM Group Consulting, LLC (via phone)	
Amanda Lane	District Accountant – PFM Group Consulting, LLC (via phone)	
Jim Schier	Neal Communities	
Tom Panaseney	Neal Communities	(via phone)
Pam Curran	Neal Communities	(via phone)
John McKay	Neal Communities	(via phone)
Misty Taylor	Bryant, Miller, Olive P.A.	(via phone)
Jonathan Johnson	Hopping Green & Sams	(via phone)
Rob Engle	Stantec	(via phone)
Ed Bulleit	MBS Capital Markets, LLC	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Carvalho called to order at 2:06 pm the Organizational meeting of the Board of Supervisors of the North River Ranch Improvement Stewardship District and proceeded with roll call. The persons in attendance are outlined above either in person or via speaker phone.

Public Comment Period

There were no members of the public present at this time.

Administration of the Oath of Office to New Members of the Board of Supervisors

Ms. Carvalho administered the oath of office for each Board Member prior to the start of the meeting. All Board Members chose to receive compensation.

Overview of the Florida “Government in the Sunshine” Regulations and other Board Members Responsibilities
a) **Statements of Financial Interest, Form 1**
b) **Board Member Compensation**

Mr. Johnson reviewed the “Sunshine Law” and the Public Records Law.

Review of District Contact List

Ms. Carvalho reviewed the Contact List.

SECOND ORDER OF BUSINESS

Administrative Matters

Consideration of the Minutes of the September 1, 2020 Initial Landowners’ Election Meeting

The Board reviewed the minutes of the September 1, 2020 Initial Landowners’ Election Meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Minutes of the September 1, 2020 Initial Landowners’ Election Meeting.

Consideration of Resolution 2021-01, Canvassing and Certifying the Landowners’ Election Results

The Board reviewed Resolution 2021-01, Canvassing and Certifying the Results of the Landowners’ Election.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved Resolution 2021-01, Canvassing and Certifying the Results of the Landowners' Election.

Consideration of Resolution 2021-02, Resolution Regarding Merger Agreements

Mr. Johnson provided an overview of the resolution. Language is reflected on page 2 of the Resolution which allows Community Development District to merge with a Stewardship District or other kind of Special District. It also provides that the Special act creating the Stewardship District will set forth the procedures for the merger. It provides for the approval by each CDD as well as this Stewardship District Board a Merger Agreement and conducting public hearings on the proposed merger once all three entities have held their public hearing and have approved the merger and signed the agreements then the process turns to the Manatee County Board of County Commissioners who are required by the terms of the special act that they adopt a resolution on a non-emergency basis to dissolve the CDDs.

The North River Ranch and Fieldstone Community Development District have approved the Merger Agreement and have set their public hearings for next month. Mr. Johnson asked the Board to approve Resolution 2021-02 filling in a blank on Section 4 for the date of the Public Hearing which must be at least 45 days from today. He suggested the April meeting date as the date of the Public Hearing. Between now and then District staff will work to put together the required paperwork so the District is able to proceed after the Public Hearing.

Ms. Carvalho noted the District's April meeting is scheduled for April 14, 2021.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2021-02, Resolution Regarding Merger Agreements setting the Public Hearing for April 14, 2021 at this location at 2:00 p.m.

Consideration of Resolution 2021-03, Authorizing the District Chair and Vice Chair to Approve Conveyance Documents

The Board reviewed Resolution 2021-03.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved Resolution 2021-03, Authorizing the District Chair and Vice Chair to Approve Conveyance Documents.

Consideration of Resolution 2021-04, Adopting Internal Controls Policy

The Board reviewed the Internal Controls Policy.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Resolution 2021-04, Adopting Internal Controls Policy.

Consideration of Resolution 2021-05, Appointing District Officers

Ms. Carvalho asked the Board if there were any suggestions for the slate of District officers.

On MOTION by Mr. Blakley, seconded by Ms. Snow, with all in favor, the Board nominated Mr. Williams as Chair and Ms. Heim as Vice-Chair, Ms. Carvalho as Secretary, Ms. Ripoll, and the remaining Board as Assistant Secretaries.

Consideration of Resolution 2021-06, Designating Treasurer and Assistant Treasurer

Ms. Carvalho requested Mr. Glasgow be named Treasurer and Ms. Lane as Assistant Treasurer.

On MOTION by Mr. Weidemiller, seconded by Ms. Snow, with all in favor, the Board approved Resolution 2021-06, Designating Ms. Glasgow as Treasurer and Ms. Lane as Assistant Treasurer.

Consideration of Resolution 2021-07, Appointing District Manager, Assessment Consultant, and Investment Representative
a) District Management Agreement
b) Financial Advisory Agreement

Ms. Carvalho explained the chart attached as an exhibit to the Resolution is a standard pricing structure for the Neal District's PFM represents. The only difference there was a tier added to reflect the Stewardship District.

The Board reviewed the District Management Agreement and Financial Advisory Agreement.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved Resolution 2021-07, Appointing District Management Agreement and Financial Advisory Agreement.

Consideration of Resolution 2021-08, Designating the Primary Administrative Office, and Principal Headquarters & Local District Office

The Board reviewed Resolution 2021-08.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved Resolution 2021-08, Designating the Primary Administrative Office, and Principal Headquarters & Local District Office.

Consideration of Resolution 2021-09, Appointing District Counsel
a) District Counsel Retainer Letter
b) District Counsel Agreement

The Board reviewed Resolution 2021-09, Appointing District Counsel. The District has a Retainer Letter with Hopping Green & Sams.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2021-09, Appointing District Counsel.

Consideration of Resolution 2021-10, Designation Registered Agent & Office

The Board reviewed Resolution 2021-10.

On MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved Resolution 2021-10, Designation Registered Agent & Office.

**Consideration of Resolution 2021-11, Adopting Interim District Engineer
a) Interim District Engineer Agreement**

Stantec is going to be the Interim District Engineer until the District goes through the RFQ process.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved Resolution 2021-11, Adopting Interim District Engineer.

Authorizing of RFQ for District Engineering Services under the CCNA

The Board reviewed the RFQ.

On MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board Authorized District Staff to run the RFQ for District Engineering Services under the CCNA.

THIRD ORDER OF BUSINESS

Designation of Meetings and Hearing Dates

Consideration of Resolution 2021-12, Annual Meeting Schedule for Fiscal Year 2020-2021

The Board reviewed the Annual Meeting Schedule for Fiscal Year 2021. Ms. Carvalho suggested the 2nd Wednesday of the month with the exception of the April meeting being at 2:00 p.m. and the meetings running after that through the end of the Fiscal Year will meet at 1:30 p.m. It is anticipated the transition of merger to be completed by May 2021.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2021-12, Annual Meeting Schedule for Fiscal Year 2020-2021.

Consideration of Resolution 2021-13, Approving Fiscal Year 2020-2021 Proposed Annual Budgets and Setting a Public Hearing Date for Final Adoption

The Board reviewed the Fiscal Year 2020-2021 Proposed Annual Budgets.

On MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved Resolution 2021-13, Approving Fiscal Year 2020-2021 Proposed Annual Budgets and Setting a Public Hearing Date for Final Adoption for April 14, 2021 at 2:00PM at this location.

Consideration of FY 2020-2021 Budget Funding Agreement

Mr. Schier noted entity listed in the Budget Funding Agreement is incorrect and it should be Lansdowne Partners Group, Moccasin Wallow Associates, and Haval Farms. Mr. Johnson will connect with Mr. Schier for the correct entities names to be listed and request the Board to approve in substantial form subject to the correct insertion of the landowner's entities.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the FY 2020-2021 Budget Funding Agreement Subject to the insertion of the landowner entities.

Consideration of Establishment of Auditor Selection Committee

Ms. Carvalho reviewed the Establishment of Auditor Selection Committee.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board appointed itself as the Auditor Selection Committee.

Consideration of Resolution 2021-14, Setting a Public Hearing on Adopting of Rules of Procedure
a) Rules of Procedure
b) Notice of Rule Development
c) Notice of Rulemaking

The Board reviewed Resolution 2021-14.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2021-14, Setting a Public Hearing on Adopting of Rules of Procedure for April 14, 2021 at 2:00PM at this location.

Consideration of Resolution 2021-15, Expressing the Intent of the District to Utilize the Uniform Method of Levying, Collection and Enforcement of Non Ad-Valorem Assessments and Setting a Public Hearing Date Thereon

The Board reviewed Resolution 2021-15.

On MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved Resolution 2021-15, Expressing the Intent of the District to Utilize the Uniform Method of Levying, Collection and Enforcement of Non Ad-Valorem Assessments and Setting a Public Hearing Date Thereon for April 14, 2021.

FOURTH ORDER OF BUSINESS

Other Organizational Matters

Consideration of Resolution 2021-16, Setting Forth the Policy of the District with Regard to the

Support and Legal Defense of the Board of Supervisors and District Staff

The Board reviewed Resolution 2021-16.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Resolution 2021-16, Setting Forth the Policy of the District with Regard to the Support and Legal Defense of the Board of Supervisors and District Staff .

Authorization to Obtain General Liability and Public Officer Insurance

Ms. Carvalho requested a motion from the Board authorizing District staff to Obtain General Liability and Public Officials Insurance.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board authorized District Staff to Obtain General Liability and Public Officials Insurance.

Consideration of Resolution 2021-17, Providing for the Public's Opportunity to be Heard Addressing Public Meetings and Public Comment Period

The Board reviewed Resolution 2021-17.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2021-17, Providing for the Public's Opportunity to be Heard Addressing Public Meetings and Public Comment Period.

Consideration of Resolution 2021-18, Adoption of Records Retention Policy; and Providing for Severability and Effective Date

The Board reviewed Resolution 2021-18.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved Resolution 2021-18, Adoption of Records Retention Policy; and Providing for Severability and Effective Date.

Consideration of Resolution 2021-19, Adoption of Travel Reimbursement Policy

The Board reviewed Resolution 2021-19.

On MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved Resolution 2021-19, Adoption of Travel Reimbursement Policy.

Consideration of Resolution 2021-20, Adoption of Prompt Payment Act Policies and Procedures

The Board reviewed Resolution 2021-20.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Resolution 2021-20, Adoption of Prompt Payment Act Policies and Procedures.

Consideration of Resolution 2021-21, Ratifying the Filling of Notice of Establishment

The Board reviewed Resolution 2021-21.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2021-21, Ratifying the Filling of Notice of Establishment.

Consideration of District Website Proposal

The Board reviewed the District website proposal.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams. with all in favor, the Board accepted the District Website Proposal with VGlobal Tech.

Consideration of Resolution 2021-22, Authorizing the District Manager or Treasurer to Execute the Public Depositors Report

The Board reviewed Resolution 2021-22.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Resolution 2021-22, Authorizing the District Manager or Treasurer to Execute the Public Depositors Report.

Consideration of Resolution 2021-23, Authorization to Establish Checking Account and Designation of Authorized Signatories for Operating Account(s)

The Board reviewed Resolution 2021-23. Mr. Weidemiller asked Ms. Lane to confirm which bank the District will have their accounts. Ms. Lane confirmed the District is going with Valley National Bank.

Mr. Williams requested a change to section 2 where it lists names and have the titles put in of the officers of the District so that as the District changes officers the District does not have to go back and change names to the banking agreements.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Resolution 2021-23, Authorization to Establish Checking Account and Designation of Authorized Signatories for Operating Account(s), as amended to change the names in Section 2 to the District Officers instead of names.

Consideration of Resolution 2021-24, Adopting Alternative Investment Guidelines

The Board reviewed Resolution 2021-24.

On MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved Resolution 2021-24, Adopting Alternative Investment Guidelines.

FIFTH ORDER OF BUSINESS

Financing Matters

Consideration of Bond Financing Team Funding Agreement.

The Board reviewed the Bond Financing Team Funding Agreement.

On MOTION by Mr. Williams, seconded by Mr. Snow, with all in favor, the Board approved Bond Financing Team Funding Agreement, in substantial form subject to final revisions with the landowner's entities be included before execution.

Consideration of Underwriter Agreement

The Board reviewed the Underwriter Agreement.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Underwriter Agreement with MBS Capital Markets, LLC.

Consideration of Bond Counsel Agreement

The Board reviewed the Bond Counsel Agreement.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved the Bond Counsel Agreement with Bryant, Miller, Olive P.A.

Consideration of Trustee Proposal

The Board reviewed the Trustee Proposal with US Bank.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved the Trustee Proposal with US Bank.

**Consideration of Funding
Request No. 1**

The Board reviewed Funding Request No. 1

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Funding Request No. 1.

SIXTH ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

Interim Engineer – No Report

District Manager – Ms. Carvalho noted for the record that the next scheduled meeting will be on March 10, 2021.

**Supervisor Requests and
Audience Comments**

There were no Supervisor requests or audience comments. Rob Engle requested to be added to the distribution list for the District. Management will address the request accordingly.

Adjournment

Ms. Carvalho requested if there are no further business to come before the Board for a motion to adjourn the meeting.

ON MOTION by Mr. Blakley, seconded by Mr. Williams, with all in favor, the February 10, 2021 Board of Supervisor's Organizational Meeting for the North River Ranch Improvement Stewardship District was adjourned at 2:36 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**North River Ranch Improvement
Stewardship District**

Consideration of Resolution 2021-25, Adopting
Fiscal Year 2020-2021 Budget and
Appropriating Funds.

RESOLUTION 2021-25

THE ANNUAL APPROPRIATION RESOLUTION OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the North River Ranch Improvement Stewardship District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Chapter 2021-191, Laws of Florida, and Chapter 189, *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 governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Chapter 2021-191(6)(4)(c), Laws of Florida and Chapter 189, *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Chapter 2021-191 and Chapter 189, *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, the Board, by passage of the Annual Appropriation Resolution, is required to 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; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Chapter 2021-191(6)(4)(b), Laws of Florida and Section 189.016, *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.
- c. 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 North River Ranch Improvement Stewardship District for the Fiscal Year Ending September 30, 2021."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$_____ 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 in the following fashion:

TOTAL GENERAL FUND	\$_____
TOTAL ALL FUNDS	\$_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 14th DAY OF APRIL, 2021.

ATTEST:

**NORTH RIVER RANCH IMPROVEMENT
STEWARDSHIP DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

North River Ranch Improvement Stewardship District
 FY 2021 Proposed O&M Budget

	FY 2021 Proposed Budget	FY 2021 Pro-Rated Proposed Budget (8 Months)
<u>Revenues</u>		
Developer Contributions	\$ 148,375.00	\$ 93,841.67
Net Revenues	\$ 148,375.00	\$ 93,841.67
<u>General & Administrative Expenses</u>		
Supervisor Fees	\$ 12,000.00	\$ 8,000.00
Public Officials' Insurance	2,475.00	2,475.00
Trustee Services	6,000.00	4,000.00
Management	70,000.00	34,200.00
Engineering	15,000.00	10,000.00
Dissemination Agent	5,000.00	3,333.33
Assessment Administration	-	7,500.00
District Counsel	20,000.00	13,333.33
Audit	6,000.00	4,000.00
Travel and Per Diem	500.00	333.33
Telephone	200.00	133.33
Postage & Shipping	300.00	200.00
Copies	500.00	333.33
Legal Advertising	1,000.00	666.67
Miscellaneous	500.00	333.33
Web Site Maintenance	5,700.00	1,800.00
Dues, Licenses, and Fees	175.00	175.00
General Insurance	3,025.00	3,025.00
Total General & Administrative Expenses	\$ 148,375.00	\$ 93,841.67
Total Expenses	\$ 148,375.00	\$ 93,841.67
Net Income (Loss)	\$ -	\$ -

North River Ranch Improvement Stewardship District

Consideration of Resolution 2021-26, Adopting
Rules of Procedure

RESOLUTION 2021-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, North River Ranch Improvement Stewardship District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 2021-191, Laws of Florida, being situated entirely within Manatee County, Florida; and

WHEREAS, Chapter 2021-191, Laws of Florida, 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 NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP 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 replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 2021-191, Laws of Florida, and Chapters 120 and 189, 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 14th day of April, 2021.

ATTEST:

**NORTH RIVER RANCH IMPROVEMENT
STEWARDSHIP DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT**

EFFECTIVE AS OF _____, 2021

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Rule 1.0 General.

- (1) The North River Ranch Improvement Stewardship District (the “District”) was created pursuant to the provisions of Chapter 2020-191, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Rule 1.1 Governing Board Members; Officers and Voting.

- (1) Governing Board Members. The Governing Board of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Board Members”) 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. Board Members 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) Board Members shall hold office for the term specified by Chapter 2020-191 (5), Laws of Florida. 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 Chapter 2020-191(6)(2) and (3), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county 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) 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, Chapter 112, Florida Statutes, and Chapter 2020-191, Laws of Florida, 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: §§ 112.3143, Fla. Stat., Ch. 2020-191(5) and (6), Laws of Florida

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 and 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(5), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. 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 (407) 723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 9 (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.”
- (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 confidential and any confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- 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
- Board Member’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting 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 Chapter 2020-191(6)(4), Laws of Florida. Once adopted in accord with Chapter 2020-191(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 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), Florida Statutes; and
- (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c) Support economical and efficient operations; and
- (d) Ensure reliability of financial records and reports; and
- (e) 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida
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 notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2020-191, Laws of Florida. 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) 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 by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions 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. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a 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.
- (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 rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, 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 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations 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. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations 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.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: Ch. 2020-191(6)(6)(e); (6)(6)(q) and (6)(20), Laws of Florida
Law Implemented: Ch. 2020-191(6)(6)(e) and (6)(20), Laws of Florida

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Chapter 2020-191(6)(19)(a) through (c), Laws of Florida and Sections 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(6)(19), Laws of Florida, §§ 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 in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. 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 consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(6)(6)(c); (6)(19), Laws of Florida, §§ 119.0701, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

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

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;

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

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

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

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for 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.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

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

- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida
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 District. 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 bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida
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 District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under 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 electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (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) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 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.

(3) 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(6)(19), Laws of Florida, §§ 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 2020-191, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than 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 United States Mail, hand delivery, facsimile, or overnight delivery service.

 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

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

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

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

Specific Authority: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(6)(19), Laws of FL, §§ 119.0701, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(6)(19), Laws of Florida, §§ 119.07, 189.053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida
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 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 electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (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 vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(6)(19), Laws of Florida, §§ 189.053, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

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

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 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: Ch. 2020-191(6)(6)(e), (6)(6)(q), and (6)(19), Laws of Florida
Law Implemented: Ch. 2020-191(6)(19), Laws of Florida, §§ 119.0701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2020-191(6)(19)(c), Laws of Florida, 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: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(6)(6)(c) and (6)(19), Laws of Florida, § 119.07, 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. 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 of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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

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

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

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, 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.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2020-191(6)(19), Laws of Florida

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2021, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2020-191(6)(6)(e); (6)(6)(q), Laws of Florida

North River Ranch Improvement Stewardship District

Consideration of Resolution 2021-27, Adopting
the Uniform Method

RESOLUTION 2021-27

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North River Ranch Improvement Stewardship District (“District”) was established pursuant to the provisions of Chapter 2021-191, Laws of Florida, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 2021-191, Laws of Florida, and Chapter 189, Florida Statutes; 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 NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT:

SECTION 1. The North River Ranch Improvement Stewardship 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 assessments imposed by the District as provided in Chapters 170 and 189, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 189, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. 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 14th day of April, 2021.

ATTEST:

**NORTH RIVER RANCH IMPROVEMENT
STEWARDSHIP DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Legal Description

Exhibit A

MORGAN'S GLEN PARCEL:

BEGIN AT THE COMMON CORNER OF SECTIONS 19, 20, 29 AND 30,
TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA;
THENCE, ALONG THE EAST LINE OF SAID SECTION 30,
S.00°06'30"W., FOR 540.98 FEET TO A LINE BEING 50 FEET
NORTH OF AND PARALLEL TO THE CENTERLINE OF A RCL RAILROAD
RIGHT OF WAY, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 1,
BLOCK 1, MANATEE RIVER FRAMS AS RECORDED IN PLAT BOOK 6,
PAGE 45 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA;
THENCE, ALONG SAID LINE, S.73°37'59"W., 670.12 FEET; THENCE
N.00°06'17"E., FOR 412.91 FEET; THENCE N.01°49'12"W., FOR
315.39 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE,
LEAVING SAID SOUTH LINE, S.00°34'29"W., FOR 441.76 FEET;
THENCE N.01°53'22"E., FOR 220.56 FEET; THENCE
S.89°53'31"W., FOR 859.89 FEET; THENCE S.94°33'13"W., FOR
104.29 FEET; THENCE S.76°54'28"W., FOR 377.68 FEET; THENCE
N.00°07'21"W., FOR 1,708.90 FEET TO THE SOUTH RIGHT OF WAY
LINE OF MOCCASIN WALLOW ROAD; THENCE, ALONG SAID SOUTH
RIGHT OF WAY LINE, S.89°15'16"E., FOR 1,980.23 FEET TO THE
EAST LINE OF SAID SECTION 19, SAID LINE ALSO BEING THE WEST
LINE OF SAID SECTION 20; THENCE, CONTINUE ALONG SAID SOUTH
RIGHT OF WAY LINE, S.88°55'05"E., 666.19 FEET; THENCE,

LEAVING SAID SOUTH RIGHT OF WAY LINE, S00°06'09"E., FOR
397.02 FEET; THENCE S.89°16'25"E., FOR 135.94 FEET; THENCE
S.88°59'12"E., FOR 121.89 FEET; THENCE S.81°46'46"E., FOR
200.24 FEET; THENCE S.89°10'18"E., FOR 210.00 FEET TO THE
EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID
SECTION 20; THENCE, ALONG SAID EAST LINE, S.00°04'54"E.,
FOR 673.99 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF
THE SOUTHWEST 1/4, SAID LINE ALSO BEING THE NORTH LINE OF
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20;
THENCE, ALONG SAID LINE, N.89°31'56"W., FOR 665.68 FEET;
THENCE, LEAVING SAID LINE, S.00°06'09"E., FOR 467.45 FEET;
THENCE N.89°51'11"E., FOR 59.49 FEET; THENCE S.00°06'09"E.,
FOR 663.67 FEET TO THE SOUTH LINE OF SECTION 20, TOWNSHIP
33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE,
ALONG SAID SOUTH LINE, S.89°51'11"W., FOR 724.73 FEET TO
THE POINT OF BEGINNING.

LESS AND EXCEPT THAT CERTAIN RIGHT-OF-WAY BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK
2066, PAGE 3027, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA,
LYING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19
EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19;
THENCE SOUTH 86°58'46" WEST, ALONG THE SOUTH LINE OF THE
SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 537.04 FEET
TO THE POINT OF BEGINNING; THENCE SOUTH 00°13'25" WEST, A
DISTANCE OF 2.00 FEET TO A POINT ON A CURVE TO THE RIGHT;
THENCE SOUTHERLY 171.21 FEET ALONG THE ARC OF SAID CURVE,
HAVING A RADIUS OF 860.00 FEET, A CENTRAL ANGLE OF
11°24'23", AND A CHORD BEARING AND DISTANCE OF SOUTH
05°55'36" WEST 170.93 FEET TO A POINT OF REVERSE CURVE TO
THE LEFT; THENCE SOUTHERLY 148.63 FEET ALONG THE ARC OF
SAID CURVE, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE
OF 11°30'27", AND A CHORD BEARING AND DISTANCE OF SOUTH
05°52'34" WEST 148.38 FEET; THENCE SOUTH 00°07'20" WEST, A
DISTANCE OF 359.62 FEET TO THE NORTH RIGHT OF WAY LINE OF
FP & L RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE,
SOUTH 73°37'35" WEST, A DISTANCE OF 77.06 FEET; THENCE
NORTH 01°01'42" WEST, A DISTANCE OF 694.96 FEET; THENCE
NORTH 00°13'25" EAST, A DISTANCE OF 724.64 FEET TO A POINT
ON A CURVE TO THE LEFT; THENCE NORTHERLY 205.25 FEET ALONG
THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, A
CENTRAL ANGLE OF 21°00'00", AND A CHORD BEARING AND
DISTANCE OF NORTH 10°16'36" WEST 204.10 FEET; THENCE NORTH
20°46'36" WEST, A DISTANCE OF 207.01 FEET TO A POINT ON A
CURVE TO THE LEFT; THENCE NORTHWESTERLY 211.09 FEET ALONG
THE ARC OF SAID CURVE, HAVING A RADIUS OF 940.00 FEET, A
CENTRAL ANGLE OF 12°52'00", AND A CHORD BEARING AND
DISTANCE OF NORTH 27°12'36" WEST 210.65 FEET TO A POINT OF
REVERSE CURVE TO THE RIGHT; THENCE NORTHERLY 622.42 FEET
ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,060.00
FEET, A CENTRAL ANGLE OF 33°30'35", AND A CHORD BEARING AND
DISTANCE OF NORTH 16°49'10" WEST 613.51 FEET; THENCE NORTH
00°00'00" WEST, A DISTANCE OF 296.18 FEET; THENCE NORTH
44°34'29" WEST, A DISTANCE OF 70.18 FEET; THENCE NORTH
00°48'08" EAST, A DISTANCE OF 46.61 FEET TO THE SOUTH
MAINTAINED RIGHT OF WAY LINE OF MOCCASIN WALLOW ROAD;
THENCE ALONG SAID SOUTH MAINTAINED RIGHT OF WAY LINE, SOUTH
89°11'52" EAST, A DISTANCE OF 230.02 FEET; THENCE, LEAVING
SAID SOUTH MAINTAINED RIGHT OF WAY LINE, SOUTH 00°48'08"
WEST, A DISTANCE OF 46.66 FEET; THENCE SOUTH 45°25'31"
WEST, A DISTANCE OF 71.23 FEET; THENCE SOUTH 00°00'00"
EAST, A DISTANCE OF 236.20 FEET; THENCE SOUTH 04°08'24"
WEST, A DISTANCE OF 114.31 FEET TO A POINT ON A NON-TANGENT
CURVE TO THE LEFT; THENCE SOUTHERLY 494.62 FEET ALONG THE
ARC OF SAID CURVE, HAVING A RADIUS OF 940.00 FEET, A
CENTRAL ANGLE OF 30°08'55", AND A CHORD BEARING AND
DISTANCE OF SOUTH 18°34'08" EAST 488.93 FEET TO A POINT OF
REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 238.04
FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF
1,060.00 FEET, A CENTRAL ANGLE OF 12°52'00", AND A CHORD

BEARING AND DISTANCE OF SOUTH 27°12'36" EAST 237.54 FEET;
THENCE SOUTH 20°46'36" EAST, A DISTANCE OF 207.01 FEET TO A
POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 249.23 FEET
ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 680.00
FEET, A CENTRAL ANGLE OF 21°00'00", AND A CHORD BEARING AND
DISTANCE OF SOUTH 10°16'36" EAST 247.84 FEET; THENCE SOUTH
00°13'25" WEST, A DISTANCE OF 718.08 FEET TO THE POINT OF
BEGINNING.

CONTAINING 129.475 ACRES, MORE OR LESS.

TOGETHER WITH NORTH RIVER RANCH - HAVAL FARMS;

A TRACT OF LAND, BEING A PORTION OF MANATEE RIVER FARMS,
UNIT 1, RECORDED IN PLAT BOOK 6, PAGE 45 OF THE PUBLIC
RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 7, 8,
9, 16, 17, 18, 19 AND 20, TOWNSHIP 33 SOUTH, RANGE 19 EAST,
MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED
SECTION 7; THENCE N.00°13'29"E., ALONG THE WEST LINE OF
SECTION 7, A DISTANCE OF 1,809.08 FEET; THENCE
N.90°00'00"E., A DISTANCE OF 272.18 FEET TO THE POINT OF
CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS 1,000.00
FEET AND A CENTRAL ANGLE OF 48°54'32"; THENCE NORTHEASTERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 853.62 FEET TO
THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT

HAVING A RADIUS OF 1,962.46 FEET AND A CENTRAL ANGLE OF
27°43'17"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A
DISTANCE OF 3,347.09 FEET TO THE POINT OF REVERSE CURVATURE
OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,500.00 FEET AND
A CENTRAL ANGLE OF 48°48'45"; THENCE SOUTHEASTERLY ALONG
THE ARC OF SAID CURVE, A DISTANCE OF 1,277.91 FEET TO THE
POINT OF TANGENCY OF SAID CURVE; THENCE N.90°00'00"E., A
DISTANCE OF 1,220.57 FEET TO THE POINT OF CURVATURE OF A
CURVE TO THE LEFT HAVING A RADIUS OF 1,100.00 FEET AND A
CENTRAL ANGLE OF 49°18'03"; THENCE NORTHEASTERLY ALONG THE
ARC OF SAID CURVE, A DISTANCE OF 946.51 FEET TO THE POINT
OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A
RADIUS OF 1,990.00 FEET AND A CENTRAL ANGLE OF 108°30'13";
THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF
3,768.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE
TO THE LEFT HAVING A RADIUS OF 1,400.00 FEET AND A CENTRAL
ANGLE OF 67°34'16"; THENCE SOUTHEASTERLY ALONG THE ARC OF
SAID CURVE, A DISTANCE OF 1,651.07 FEET TO THE POINT OF
REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS
OF 1,000.00 FEET AND A CENTRAL ANGLE OF 44°28'10"; THENCE
EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 776.14
FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE
S.53°53'56"E., A DISTANCE OF 509.73 FEET TO A POINT ON THE
WESTERLY RIGHT-OF-WAY LINE OF U.S. 301; THENCE
S.36°06'04"W., A DISTANCE OF 1,512.28 FEET; THENCE

N.89°59'54"W., A DISTANCE OF 4,022.59 FEET; THENCE
S.27°47'24"W., A DISTANCE OF 1,049.93 FEET; THENCE
N.68°30'43"W., A DISTANCE OF 1,332.96 FEET; THENCE
N.88°11'16"E., A DISTANCE OF 383.27 FEET; THENCE
N.89°43'15"W., A DISTANCE OF 719.63 FEET; THENCE
S.00°35'38" W., A DISTANCE OF 2,551.98 FEET TO THE POINT OF
CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS 795.00
FEET AND A CENTRAL ANGLE OF 48°08'26"; THENCE SOUTHWESTERLY
ALONG THE ARC OF SAID CURVE, A DISTANCE OF 667.97 FEET TO
THE POINT OF TANGENCY OF SAID CURVE; THENCE S.48°44'04" W.,
A DISTANCE OF 213.94 FEET TO THE POINT OF CURVATURE OF A
CURVE TO THE LEFT HAVING A RADIUS 1,355.00 FEET AND A
CENTRAL ANGLE OF 33°22'52"; THENCE SOUTHWESTERLY ALONG THE
ARC OF SAID CURVE, A DISTANCE OF 789.44 FEET; THE FOLLOWING
FIVE (5) CALLS ARE ALONG THE NORTHERLY LINE OF A SPECIFIC
PURPOSE SURVEY FOR TRACT 300FL-MA-010.000, PREPARED BY
WILLBROS ENGINEERS, INC., AND DATED OCTOBER 12, 2015: 1)
S.89°39'18"E., A DISTANCE OF 85.64 FEET; 2) S.89°10'25"E.,
A DISTANCE OF 187.79 FEET; 3) S.89°53'48"E., A DISTANCE OF
1,364.36 FEET; 4) S.89°38'04"E., A DISTANCE OF 1,529.39
FEET; 5) THENCE N.89°48'54"E., A DISTANCE OF 969.28 FEET TO
A POINT ON THE WEST LINE OF PARCEL DEEDED TO PEOPLES GAS
SYSTEM; THENCE S.00°02'24"W., ALONG THE WESTERLY LINE OF
SAID PARCEL, A DISTANCE OF 35.27 FEET TO THE SOUTH WEST
CORNER OF SAID PARCEL; THENCE S.89°57'36"E., ALONG THE

SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 60.00 FEET TO
A POINT ON A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK
2207, PAGE 6256, SAID PUBLIC RECORDS; THENCE ALONG SAID
PARCEL FOR THE FOLLOWING TWO (2) CALLS: 1) S.00°02'21"W., A
DISTANCE OF 24.79 FEET; 2) THENCE N.89°52'24"E., A DISTANCE
OF 178.91 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF
U.S. 301; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE THE
FOLLOWING THREE (3) COURSES: 1) S.36°06'04"W., A DISTANCE
OF 472.43 FEET; 2) S.36°04'53"W., A DISTANCE OF 916.03 FEET
TO THE P.C. OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES
SOUTH 53°53'38"EAST, A DISTANCE OF 1977.86 FEET; 3)
SOUTHERLY ALONG THE ARC OF SAID CURVE ALSO BEING SAID RIGHT
OF WAY LINE, A DISTANCE OF 921.94 FEET THROUGH A CENTRAL
ANGLE OF 28°09'21"; THENCE N.89°26'34"W., A DISTANCE OF
1,282.99 FEET; THENCE S.00°06'08"E., A DISTANCE OF 1,300.10
FEET; TO THE NORTHERLY RIGHT OF WAY LINE OF MOCCASIN MALLOW
RD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE
THE FOLLOWING FIVE (5) COURSES: 1) N.88°54'18"W., A
DISTANCE OF 1,334.91 FEET; 2) N.89°08'58"W., A DISTANCE OF
2,271.84 FEET; 3) N.89°07'49"W., A DISTANCE OF 328.34 FEET;
4) N.89°07'50"W., A DISTANCE OF 2,693.55 FEET; 5)
N.88°01'42"W., A DISTANCE OF 16.92 FEET TO THE WEST LINE OF
ABOVE-MENTIONED SECTION 19; THENCE N.00°06'36"E. ALONG SAID
WEST LINE, A DISTANCE OF 2,578.91 FEET; THENCE
N.00°08'15"E. THE WEST LINE OF ABOVE-MENTIONED SECTION 18.,

A DISTANCE OF 1,944.35 FEET; THENCE N.00°07'17"E. CONTINUE
ALONG SAID WEST LINE, A DISTANCE OF 3,366.32 FEET TO THE
POINT OF BEGINNING.
CONTAINING 1,883.092 ACRES, MORE OR LESS.
CONTAINING A TOTAL AREA OF 2,012.567 ACRES, MORE OR LESS.
Being subject to any rights-of-way, restrictions, and
easements of record.

North River Ranch Improvement Stewardship District

Consideration of Resolution 2021-28, Amending
Resolution 2021-02 to Re-Set the Date And Time Of
The Public Hearing On The Merger Agreement

RESOLUTION 2021-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT AMENDING RESOLUTION 2021-02 TO RE-SET THE DATE AND TIME OF THE PUBLIC HEARING ON THE MERGER AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North River Ranch Improvement Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2020-191, Laws of Florida; and

WHEREAS, on February 10, 2021, at a duly noticed public meeting, the District’s Board of Supervisors (“Board”) adopted Resolution 2021-02, setting a public hearing to provide information and take public comment on the proposed merger and merger agreements for April 14, 2021 at 2:00 p.m. at 8141 Lakewood Main Street, Bradenton, Florida 34202; and

WHEREAS, due to a publication error, the Board now desires to reset the date of the public hearing in order to allow proper publication of notice in accordance with Chapter 2020-191, Laws of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT:

SECTION 1. PUBLIC HEARING DATE AND TIME. Resolution 2021-02 is hereby amended to reflect that the public hearing as declared in Resolution 2021-02 is reset to:

Date: _____
Time:: _____
Location: _____

SECTION 2. RESOLUTION 2021-02 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2021-02 continue in full force and effect.

SECTION 3. AUTHORIZED TO PUBLISH NOTICE. The District Secretary is directed to publish notice of the hearing in accordance with Chapter 2020-191, Laws of Florida.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 14th day of April, 2021.

ATTEST:

**NORTH RIVER RANCH IMPROVEMENT
STEWARDSHIP DISTRICT**

Secretary

By: _____

Its: _____

North River Ranch Improvement Stewardship District

Consideration of Statement of Qualifications for the
Position of District Engineer



Statement of Qualifications for Engineering Services

**North River Ranch Improvement
Stewardship District**

March 31, 2021

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Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota, Florida 34240

March 31, 2021

PFM Group Consulting LLC
c/o Vivian Carvalho
12051 Corporate Boulevard
Orlando, Florida

Re: Request for Qualifications for Engineering Services for North River Ranch Improvement Stewardship District

Dear Ms. Carvalho and Selection Committee,

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to submit its qualifications for Engineering Services for the North River Ranch Improvement Stewardship District. In short, the Stantec team is qualified to perform this project due to the following:

- A seasoned firm, specializing in community development district engineering contracts that offers an experienced set of eyes for this community's needs.
- A broad range of in-house capabilities and resources including planning, civil/site engineering, structural engineering, transportation and roadway engineering, survey, GIS, and ecological capabilities.
- A local Sarasota office, located at 6900 Professional Parkway East, Sarasota, Florida 34240

We care about the community and want to make every attempt to provide high quality, reasonably priced consulting services for the District. This commitment truly separates Stantec from all the competing firms. Stantec has staff that exclusively provides services to CDDs, and this commitment means that there is no other priority, and our response time to residents' questions, Board of Supervisors' requests, and District Manager issues is immediate. Also, due to the number of CDD clients, Stantec provides the most efficient services at the most competitive cost.

Stantec is also proud that many CDD clients are fully resident controlled and that we have broad experience in providing the necessary services for infrastructure maintenance needed by the resident board, as well as design services for new projects. Stantec offers community development districts a full scope of services that includes, but is not limited to, the following:

- Stormwater Management Systems and Facilities
- Water and Sewer Systems and Facilities
- Landscaping, Street Lighting Design and Plans
- Environmental Permitting
- Government Permitting
- Cost Estimates and Bidding Assistance
- Water Conservation Studies and Design/NPDES Experience
- Water Supply Studies
- Contract Management and Inspection Services
- Expert Witness Testimony
- Irrigation System Plans and Design
- Roadways/Traffic Control Measures

Since 1956, Stantec has grown with Florida, serving both private and public sector clients statewide. With over 400 employees strategically located throughout Florida, Stantec has the talent, flexibility, and resources to provide exceptional services to the District.

Stantec looks forward to hearing from you regarding your selection, and we look forward to serve as the Engineering Consultant for the North River Ranch Improvement Stewardship District.

Sincerely,

Stantec Consulting Services Inc.

Michael Kennedy, PE
Executive Vice President

Rob Engel, PE
Senior Project Manager

Criteria 1 – Ability and Adequacy of Professional Personnel



#8

Top 225 International Design Firms
ENR 2020

#5

Ranked fifth most sustainable
corporation in the world
2021 Corporate Knights Global 100

#1

Ranked most sustainable
corporation in North America
2021 Corporate Knights Global 100

Firm Overview

The Stantec community unites more than 22,000 specialists working in over 400 locations. We collaborate across disciplines and industries to make buildings, infrastructure, and energy and resource projects happen. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

At Stantec we understand innovation, collaboration, and a strong vision are necessary to create successful projects in the Single and Multi-Unit Family Residential Developments Sector. Our goal in each project is to provide social, environmental, and economic benefits in keeping with the physical site conditions, public expectations, and market realities of the project.

We offer the complete range of professional planning and design services necessary to carry property through planning, approvals and permitting, to design and construction. Stantec's team of experts includes urban planners, civil engineers, and

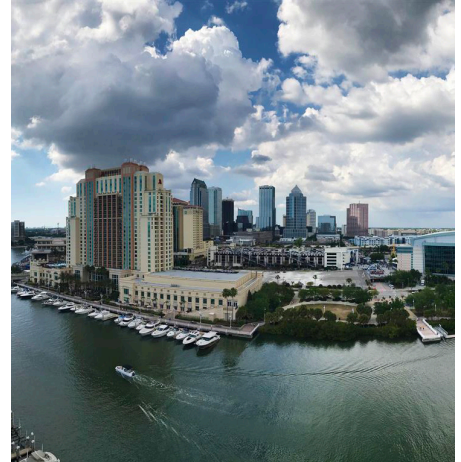
environmental scientists. This team designs distinguished new towns and communities and provides ongoing support to include Community Development District Engineering Contracts. We have earned a strong reputation for helping nationally recognized clients realize the maximum potential of their vision and investment.

Transforming Land

Developing land into a residential or mixed-use community or a public space with parks and trails requires a mix of technical skill and creative vision, as well as insight into development. We merge this expertise to create value for our clients and community.

Our knowledge of the industry runs deep; we know our communities, the local political climate, and the policies that impact a project's progress so we can guide you through the development process. And, we're with you from beginning to end.

Our surveyors, engineers, and transportation experts lay the groundwork for infrastructure, while our planners create designs using knowledge of local regulations to navigate approvals. Our environmental scientists restore and preserve sites. Our public participation experts engage stakeholders to build consensus. And our landscape architects, and project managers bring designs to life. Together, we cover all aspects of land development while balancing what's important to the community and the environment.



Areas of Expertise

Land Planning

Planning is the scientific, aesthetic, and orderly development of land, resources, facilities, and services attained through careful and thoughtful attention to the physical, economic, and social efficiency and well-being of urban and rural communities.

Stantec's US South planners have a wealth of knowledge in public and private sector comprehensive planning and project management. Our knowledge and skills have been honed through decades of relevant experiences responding to a community's rapidly changing demographics, and are invaluable to local governments across North America as they respond to increasing growth management challenges. Specific components include identification and provision of critical community facilities; definition of open space networks; the need to stabilize and enhance existing neighborhoods; and promotion of redevelopment and infill within communities.

Our Florida planners have a proven track record of creating vision plans, comprehensive "area-wide structure" plans, large scale plan amendments, corridor plans, neighborhood plans, and revitalization plans for local governments, public-private partnerships, land owners, and developers. These initiatives include comprehensive plan amendments, land development codes, and design guidelines for numerous large acreage premier residential and mixed use developments in Florida.

Residential Development

Stantec staff have been involved in hundreds of projects and understands that being proactive, is critical in the success of the project.

Within the area of residential development, Stantec has diverse experience with design requirements and local agency requirements. By using computerized digital terrain models, Stantec ensures that earthwork volumes are comprehensively and accurately determined.

Stantec provides services that include: topographic and pre-engineering surveys; functional designs and servicing plans; supporting studies; and the design of lot grading plans and earthwork calculations; water supply and distribution facilities; sanitary sewage collection, treatment, and stormwater management facilities; roadways and surface works as well as electrical distribution and street light design.

Additionally Stantec provides services which include contract documents and specifications; contract administration; review and approval of site plans; coordination of utilities; and certification of lot grading plans.

Urban Land Engineering

Our multidisciplinary Urban Development team brings specialized talents, industry knowledge, and professional experience to maximize the potential of each clients' project. We offer interdisciplinary services in land planning, landscape architecture, engineering and survey services, as well as project management, construction observation, and contract administration. Combined with the vast number of services Stantec offers overall, Urban Development is a dynamic group serving a wide variety of public and private clients.

Whether it is a new neighborhood, a downtown revitalization, a new park or sports field, or an entirely new city, Stantec has the professional staff to manage a variety of projects throughout the project life cycle from initial planning to construction administration. Applying experience and leading technologies, our professionals and technical staff transform land into viable projects, creating a responsible fit between physical site conditions, regulatory constraints, fiscal requirements, and environmental limitations. Our portfolio includes master-planned communities; single-family, multi-family, senior housing, and lifestyle communities; retail, commercial, corporate office, mixed-use, parks/recreational, resorts and theme parks, higher education, healthcare, and institutional developments.

Our one-stop shop of planners, landscape architects, engineers, surveyors and construction administrators see projects through from genesis to completion – seamlessly.



Stormwater Management

At Stantec we believe successful stormwater management is not just about storing and controlling stormwater—it can also create high quality environments that enrich communities.

From the initial conceptual and planning stages, throughout the detailed landscape architecture and engineering design, we offer solutions that maximize the site potential while effectively managing stormwater. Aesthetic and environmentally friendly designs create opportunities for recreation, leisure and education, increasing market value, and enhancing user experience. Our planning and design process explores the opportunities to include trails and interpretive features, habitat for wildlife, and careful water management.

From green roofs, rainwater harvesting, porous pavement systems, bioretention, biofilters, and infiltration basins to designing naturalized wetlands, Stantec professionals can offer a wide range of solutions for stormwater. Our comprehensive services include stormwater facility design, hydrologic and hydraulic modeling, water quality modeling, ecological assessment, grading and planting design, irrigation design, open space planning, environmental assessment, vegetation control, protection, and management plans, environmental mitigation, landscape restoration, and constructed wetlands.

This approach is complemented by our experience in conceptual design, stormwater modeling, graphic illustrations and renderings, and construction drawings. As a result, we provide stormwater management facilities that are attractive, innovative and cost effective, enhancing the environment and capturing the unique character of the surrounding communities and developments.

Roads and Highways - Transportation Engineering

We understand the potential social, economic, and environmental impacts of roadways.

Roadway design has evolved from being primarily a technical issue to requiring a full understanding of potential social, environmental, and economic impacts, and the success of a project is often judged on how well it meets public desires rather than on technical design.

We identify our clients' objectives, develop and evaluate alternatives, and consult with stakeholders to design and administer the construction of new roadways and rehabilitation of existing facilities. This understanding of life cycle issues related to roads and highways, combined with our focus on sustainability, has made us a North American leader in the move to "greener" roads.

Our transportation specialists offer extensive experience in both urban and rural roadway projects ranging from conceptual, preliminary, and detailed design through to construction administration and asset management.

Stantec's roadway design approach is multi-disciplined, using advanced tools and technologies. Our professionals specialize in drainage, street lighting, signing, pavement markings, traffic signals, and landscaping. Our approach, along with a healthy dose of pragmatism through our involvement in hundreds of projects in every conceivable climate and terrain, provides our clients with designs that meet current and projected needs in a cost-effective and sensitive manner.

Water Engineering

By viewing water as an integrated system, Stantec optimizes solutions that minimize infrastructure cost and maximize efficiency and sustainability of the resource.

Our hydrogeologists, geochemists, scientists, and engineers have an in-depth understanding of ground and surface water systems. Our professionals are well-versed in watershed management, aquifer storage and protection, concrete and earthen dams, bank protection, stream restoration, floodplain mapping, and area drainage and watercourse master planning.

Stantec seamlessly integrates master planning, permitting, design, construction oversight, start-up, operations, and asset and maintenance management to deliver integrated and efficiently produced infrastructure. We have extensive experience with specialized technologies, such as trenchless construction, computer modeling, wet weather flow management, and odor and corrosion control. We are at the forefront of water system automation and reporting with SCADA system design, PLC programming, and web and tablet based operation and maintenance manuals.

Stantec is a water quality innovator and industry leader in biological nutrient removal, membrane technology, ultraviolet disinfection, advanced oxidation, and ozonation. When water quality requirements are critical to manufacturing and industrial processes, Stantec customizes treatment for maximum efficiency and consistency. When water carries a waste product, we optimize treatment and disposal to best protect resources while minimizing cost and regulatory risk.

Landscape Architecture

Landscape architecture is the art and science of analysis, planning, design, management, preservation, and rehabilitation of the land. It integrates and applies knowledge of ecology,

socio-cultural factors, economics, and aesthetics to create quality and sustainable environments that are functional, innovative, meaningful, and attractive.

Our landscape architects provide creative and effective solutions to our clients for a wide range of projects including neighborhood and community design, urban design, park and recreation, resort and attractions, streetscape, waterfronts, landscape reclamation and restoration, heritage conservation, landscape assessments, landscape development plans, therapeutic design, and design for special user needs.

From concept and design development through to construction drawings and contract administration, Stantec promotes a balance between the conservation of resources, responsiveness to community and the project's needs.

Offering creative, technical, and innovative project-based solutions that are economically viable and environmentally responsive, we are helping our private, public, and institutional clients achieve their unique project goals. It is our approach — collaborative, comprehensive and client-centered, providing the leadership, vision, flexibility, and the knowledge of multidisciplinary teams — that distinguishes us from our competitors.



Ability of Applicants Professional Personnel



Mike Kennedy, PE – Principal-in-Charge

Mike brings nearly 37 years of experience to creating communities. His area of expertise is large-scale master-planned communities which include residential, commercial, industrial, and public spaces. He also has worked on large-scale water and wastewater systems including the planning and design of these facilities for large communities. Mike enjoys the challenge of having to use all his skills to look ahead and visualize the lasting effect of each decision on a community.



Rob Engel, PE – Senior Project Manager

Rob specializes in water and reuse water distribution, wastewater collection and pumping, and stormwater management. He is responsible for document preparation and construction management for parks, commercial, residential, and industrial development projects. He holds LEED Accreditation which recognizes his ability to incorporate design, construction, and maintenance techniques that are energy efficient while reducing impacts on health and the environment.



Bob Cunningham, PSM – Survey Manager

Bob has 30 years of experience as a Professional Land Surveyor. His duties have included supervision and scheduling of field crews; research, computations, and preparation of final survey drawings and descriptions; topographic and boundary surveys; record and condominium plats; right-of-way surveys; easement; mean high water line location; submerged land leases, and jurisdictional and permit surveys.



Scott Buttari, PLA LEED AP – Landscape Architect

Scott's experience includes master planning and construction document preparation for golf course and residential communities, hotel and resort developments, county and neighborhood parks, commercial centers, office parks, and streetscape projects. His LEED Accreditation recognizes his ability to incorporate design, construction, and maintenance techniques that increase energy efficiency and reduce impacts on health and the environment. His designs reflect the successful incorporation of the natural environment in all development projects.



Katie LaBarr, AICP – Land Planner

Katie is a lead planner on large residential and mixed use projects in Hillsborough, Manatee and Sarasota Counties, assisting with development agreement negotiations, preparing Notice of Proposed Change applications for Developments of Regional Impact (DRI), and rezone and site plan applications for moderate scale residential developments. Katie's goal has always been to work with clients who desire to make places that add value to the community, and promote a sense of place.



Frank Domingo, PE – Transportation/Traffic Engineer

Frank brings over 33 years of comprehensive infrastructure, transportation planning, and development expertise to his projects. His professional experience includes nearly 9 years in local government with Sarasota County culminating in roles as the Mobility General Manager/County Engineer. His skill sets encompass project management, conceptual planning, feasibility analysis, roadway design, right-of-way acquisition, permitting, community relations, developer agreement negotiations, and construction contracts.

Criteria 2 – Past Performance



1.5 million
acres

our land planners,
landscape architects,
and other professionals
have master planned

Stantec has provided district engineering services for over 50 CDD's in the state of Florida. Our experience in these types of contracts is unparalleled by other professional service firms.

Our reputation for planning, design and scientific expertise is unparalleled in Florida. We work closely with state and federal governmental agencies early in the design process to obtain their input and concerns. We are particularly strong in offering close relationships with Sarasota County, SWFWMD, and other local permitting agencies.

Applying experience and leading technologies, our professionals and technical staff transform land into viable projects, creating a responsible fit between physical site conditions, fiscal requirements, and environmental constraints.

Our services are provided on projects around the world through approximately 22,000 employees operating out of more than 400 locations in North America and 4 locations internationally. Our multiple office locations allow for easy management of projects in multiple locations (we have 18 in Florida alone). These types of projects are a specialty at Stantec. We understand how CDD's operate because we've experienced large, single-family development from the planning stages, through design, permitting and ultimately, construction. These types of developments are truly at the core of what we do as a firm.

Stantec's work with local entities include the following:

Lakewood Ranch Stewardship District Sarasota and Manatee Counties, Florida

The Lakewood Ranch Stewardship District ("District") is a special purpose form of local government. On June 17, 2005 the Legislature of the State of Florida enacted Chapter 2005-338,

Laws of Florida establishing the District, pursuant to and governed by provisions of Chapter 189, Florida Statutes. The District includes within its boundaries approximately 23,000 acres of land located in Manatee and Sarasota Counties, Florida. Stantec is responsible for the inspection of the developments under the District, including additional specific repair, maintenance and construction designs.

Lakewood Ranch CDDs District Engineer Sarasota County, Florida

Stantec was responsible for the assignment of District Engineer for CDDs 1, 2, 4, 5, and 6 in the Lakewood Ranch Master Development Community. This position assisted in addressing stormwater infrastructure issues in this community that included assessing the condition of storm sewer systems, addressing maintenance and repair of the piped and at grade conveyance systems, addressing lakes and their compliance to permit conditions and requirements. Specifically, this included coordinating with the Florida Department of Environmental Protection (FDEP) to prepare a NPDES MS4 Phase II permit renewal application and annual reports as required.

The work also included:

- Performing numerous field evaluations of stormwater infrastructure to meet recertification requirements from the local Water Management District permit.
- Provided engineering support through an underdrain and pavement repair project that included over two miles of repairs to failed underdrain and cracked pavement.
- Provided evaluation and engineering recommendations to address resident complaints regarding nuisance flooding and malfunctioning stormwater lake systems.

Fieldstone Community Development District

Manatee County, Florida

Fieldstone Community Development District (“District”) is an independent special district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, and established by the Manatee County Board of County Commissioners approval of Ordinance No. 15-16 on April 2, 2015. The District includes within its boundaries approximately 580.58 acres of land located in Manatee County. Stantec is responsible for the inspection of the developments under the District, including additional specific repair, maintenance and construction designs.

Windmark at Lakewood Ranch Community Development District

Sarasota County, Florida

Windward at Lakewood Ranch Community Development District (“District”) is an independent special district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, and established by the Manatee County Board of County Commissioners approval of Ordinance No. 19-050 on December 13, 2019. The District includes within its boundaries approximately 417.319 acres of land located in Sarasota County. Stantec is responsible for the inspection of the developments under the District, including additional specific repair, maintenance and construction designs.

West Villages Improvement District

Sarasota County, Florida

The West Villages Improvement District was created by Special Act of the Florida Legislature pursuant to and under Florida Statutes Chapter 189 Special Purpose Local Government Act to assure timely, cost-effective, and high-quality design and implementation of infrastructure for the District located in City



of North Port in Sarasota County. WVID is a limited, single and specialized purpose Local Government whose purpose is to provide infrastructure, including community development systems, facilities, services, projects, and improvements to the District. The area governed by the District is approximately 11,000 acres. Stantec is responsible for the inspection of the developments under the District, including additional specific repair, maintenance and construction designs.

The Palmer Ranch Master Association

Sarasota County, Florida

The Palmer Ranch Master Association (PRMA) oversees the capital construction and maintenance of all common areas within the Palmer Ranch. Stantec was selected to work with the PRMA to inspect, provide engineering services, and advise on several stormwater related issues throughout the Palmer Ranch. The team is currently permitting and designing an irrigation pond that would allow a mix of stormwater/reclaimed water to be used as irrigation. The project is projected to reduce the Ranch’s dependence on reclaimed water while also reducing stormwater runoff that would ultimately make its way to Little Sarasota Bay. Stantec has also provided transportation design, surveying services and Florida friendly landscape design services - to limit irrigation required.

	Rob Engel	Mike Kennedy	Bob Cunningham	Scott Buttari	Katie Labarr	Frank Domingo
Project Team Experience with Local CDDs						
Lakewood Ranch Stewardship District	✓	✓	✓	✓	✓	✓
Fieldstone Community Development District	✓	✓	✓		✓	✓
Windward at Lakewood Ranch Community Development District		✓	✓			
West Village Improvement District		✓		✓	✓	✓

Criteria 3 – Geographic Location

Our Sarasota office is supported by literally thousands of professionals throughout the state and nation. This will provide all the benefits of a local, experienced, and responsive vendor, while also offering tremendous depth of expertise in highly specialized areas. Our team offers:

Work will be performed from our Sarasota office.

**6900 Professional Parkway East
Sarasota, Florida 34240
941.907.6900**



Local Office.

This makes scheduling of face-to-face meetings and site visits easier and quicker because of smaller time blocks associated with staff travel.

Local Support.

Having local support staff to provide administrative, managerial, and logistical support provides cost efficiencies and allows more time to be dedicated to executing project tasks and developing solutions.

Local Knowledge.

Living and working in Southeast Florida provides our Team with key market knowledge of materials and vendor pricing in addition to holding long-standing relationships with local utilities and local, state, and federal regulatory agencies.

National Expertise.

Stantec brings the country's best and brightest professionals with expertise in many sectors to bear as needed on local projects.

Criteria 4 – Willingness to Meet Time and Budget Requirements

We give our contract manager full authority to directly commit staff and resources throughout the company.

The contract manager also acts as the "traffic cop" for task assignments and is able to internally coordinate the assigning of tasks to the most qualified personnel, expediting the process and qualifying the assigned staff simultaneously. If the schedule or scope changes during the delivery of any project, our contract manager can coordinate the necessary changes directly with the CDD staff to provide immediate response to your needs, and minimize the effect on the schedule, budget, and quality of work. One of our main objectives is to facilitate the CDD Project Manager's oversight of the projects - be an extension of YOUR staff. This commitment includes four basic concepts:

- Identify, understand, and utilize available technical information (don't reinvent the wheel).
- Maintain the same core team throughout each project to improve efficiency and quality of project delivery.
- Identify the critical path at the proposal phase, and develop realistic schedule and budget.
- Emphasize strong project management to implement a quality project within the agreed upon schedule and budget.

We are fully committed to meeting all schedule and budget requirements for this contract.

Preparation and Use of a Task-Specific Detailed Work Plan

At Stantec we call our plan for project success a "Work Plan". This job specific work plan includes a fully detailed, resources-loaded schedule that includes all tasks, production activities, permitting milestones, and deliverables included in the scope of work for each task assignment. This work plan also includes both personnel and equipment resources that will be needed, along with their cost elements. This will allow the work plan to be balanced against the project budget. In this way as changes are made to the schedule, financial impacts of those changes can be evaluated. The work plan is the way Tonja as our Project Manager and team leaders can assure the CDD staff that we will deliver each project as contracted. We have an internal checks and balances system of QA/QC that ensures redundancy at every stage and allows for senior staff to oversee the quality of documents and execution of design during construction.

Criteria 5 – Certified Minority Business Enterprise

Stantec supports the meaningful participation of disadvantaged, minority and woman-owned business enterprises on all our contracts.

We consistently meet and often exceed participation targets when they are required by our clients, and in many cases Stantec seeks out specific DBE partners due to their quality work and high level of service regardless of whether there are DBE goals in place. We believe the best way for DBE firms to learn and grow is through hands-on experience. We will look for opportunities to involve a primary DBE partner throughout the life of a project so the firm has meaningful participation in all the technical, management, and communication aspects required to successfully deliver a project. The DBE's staff becomes an extension of our staff to establish a seamless team providing successful outcomes for a project and the community.

In addition, Stantec is committed to workplace diversity and inclusion and closely follows the equitable employment standards in its jurisdictions.

Stantec is an Equal Employment Opportunity employer. Our policy is to provide equal opportunity to all employees and applicants and to prohibit any discrimination because of race, color, religion, sex, national origin, age, marital status, genetic information, disability, pregnancy, protected veteran status, sexual orientation or gender identity and expression. Employees will be treated based on their job-related qualifications, ability, and performance

Criteria 6 – Recent, Current and Projected Workloads

Our Team is fully committed to providing district engineering services to our fullest potential. At Stantec, we only take on projects that we are able to effectively manage and complete to the best of our professional ability. Before we consider any opportunity, our Team evaluates each for potential scheduling conflicts and adequate staff availability.

For this contract, we have the appropriate staff availability and workload to deliver a level of service that you can expect from a top-tier global design firm. Below, we have outlined our staff's availability in consideration of recent, current, and projected workload for your review.

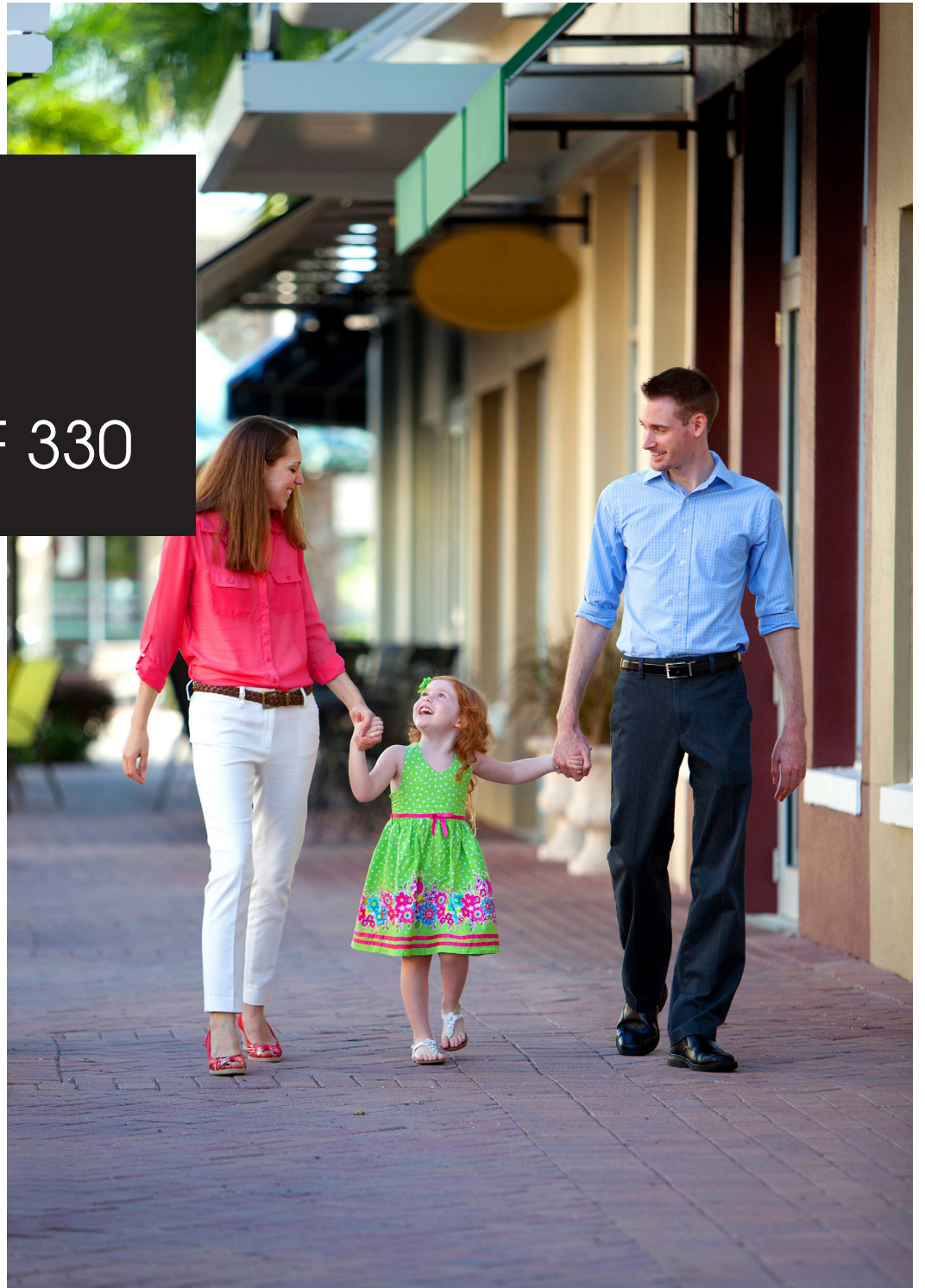
Project Team Workload and Availability		
Staff	Role	Availability
Rob Engel, PE	Project Manager	40%
Michael Kennedy, PE	Principal-in-Charge	15%
Scott Buttari, PLA	Landscape Architecture	20%
Bob Cunningham, PSM	Survey Services	60%
Katie LaBarr, AICP	Planning	45%
Frank Domingo, PE	Transportation	40%

Our team is available and ready to assist the District.

Criteria 7 – Volume of Work Previously Awarded to Consultant by District

Projects	Project Manager	Contract amt.	Completed
SA-1 General Engineering Services	Rob Engel	\$20,000	5/10/2019
SA-2 North River Ranch CDD	Rob Engel	\$10,000	5/10/2019
NRR Ph IIIA/IIB Site Access Operational Analysis	Matt Crim	\$4,700	7/26/2021
NRR Middle School TIA Analysis/ Fort Hamer & Road FF Roundabout Analysis	Matt Crim	\$16,500	10/7/2021

SF 330



ARCHITECT – ENGINEER QUALIFICATIONS PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (CITY AND STATE)

**Engineering Services for North River Ranch Improvement Stewardship District
Sarasota, Florida**

2. PUBLIC NOTICE DATE

3/2/21

3. SOLICITATION OR PROJECT NUMBER

RFQ for Engineering Services

B. ARCHITECT ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Mike Kennedy, PE / Executive Vice President, US

5. NAME OF FIRM

Stantec Consulting Services Inc.

6. TELEPHONE NUMBER

941.907.6900

7. FAX NUMBER

941.907.6910

8. E-MAIL ADDRESS

mike.kennedy@stantec.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J.V. PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>			Stantec Consulting Services Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	6900 Professional Way East Sarasota, Florida 34240	District Engineering Services
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
g.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATION CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael A. Kennedy	13. ROLE IN THIS CONTRACT Executive Vice President	14. YEARS EXPERIENCE	
		a. TOTAL 40	b. WITH CURRENT FIRM 32

15. FIRM NAME AND LOCATION (City and State)

Stantec (Sarasota, Florida)



16. EDUCATION (Degree and Specialization) Bachelor of Science, Civil Engineering, Auburn University, Auburn, Alabama, US, 1981	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer #15585, State of Alabama Professional Engineer #38120, State of Florida
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Mike is an executive vice president who oversees our US operations as regional operating unit leader (ROUL). Along with his passion for building meaningful, personal relationships with clients, Mike brings nearly 37 years of experience to creating communities. His area of expertise is large-scale master-planned communities which include residential, commercial, industrial, and public spaces. He also has worked on large-scale water and wastewater systems including the planning and design of these facilities for large communities. Mike enjoys the challenge of having to use all his skills to look ahead and visualize the lasting effect of each decision on a community. Mike received his bachelor of science in civil engineering from Auburn University in Alabama. He is a member of the National Society of Professional Engineers and the Florida Engineering Society. Mike is active in his community and has previously served on the Manatee County, Florida Chamber of Commerce Board of Directors as well as the chairman of the Manatee County Economic Development Council. For over 20 years, Mike sat on the Young Men's Christian Association, or YMCA, board acting as chairman for two of those years. Mike has also coached youth basketball, baseball, and golf for over 35 years.

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch Master Planned Community, Sarasota and Manatee counties, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Responsible for overall client interface and project and team management for multiple projects within this more than 28,000-acre premier residential and commercial development including roadways, neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities, as well as serving as District Engineer for the Lakewood Ranch Stewardship District. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the 28,000-acre Lakewood Ranch community over the last 25 years. Role: Principal-in-Charge	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) West Villages Master Planned Community	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Responsible for overall client interface and project and team management for 8500-acre mixed use development. District Engineer for West Villages Improvement District, a special taxing district responsible for delivery of infrastructure for the project. Project is the fifth fastest selling community in the US and includes residential, commercial, recreation (including the new Atlanta Braves spring training facilities), schools and medical facilities. Role: Principal in Charge	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Key Marco Island Community Development District Infrastructure Design Services, Collier County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1994	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Responsible for infrastructure design, project oversight, and team coordination. As the Community Development District Engineer, Stantec provided planning, design, environmental permitting, surveying, landscape architecture, and construction phase services for infrastructure serving this island development. The project included 3.5 miles of undivided rural road and underground utilities, 505 feet of reinforced concrete bridge with utilities, drainage, and stormwater management improvements, and an irrigation feasibility study. Role: Project Manager and CDD District Engineer	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Lely Resort Golf & Country Club, Collier County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 1994	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Design and permitting of all utilities, water management, roadways, and golf courses. Stantec has been providing comprehensive services for the overall project coordination for the Lely Resort Community a 2,900-acre mixed-use destination resort community located in Collier County. Services included site design, water management, planning, civil engineering, landscape architecture, environmental assessment, and fiscal analysis. Role: Project Manager and CDD District Engineer	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) Foxbrook, Manatee County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Responsible for overall client interface and project and team management. This 900-acre single-family home development includes 300 one-, two- and five-acre lots, and a small neighborhood commercial center. Project features include a complete open drainage stormwater management system, permitting of wetland compensation areas, and flood plain impact issues. Role: Principal-in-Charge	<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 Robert A. Engel	13. ROLE IN THIS CONTRACT Senior Project Manager, Civil Engineering, Senior Associate	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 22

15. FIRM NAME AND LOCATION (City and State) Stantec (Sarasota, Florida)	
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16. EDUCATION (Degree and Specialization) Bachelor of Science, Civil Engineering, University of South Florida, Tampa, Florida, US, 1998 Associate of Science, Civil Engineering Technologies, Manatee Community College, Bradenton, Florida, US, 1995	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer #58602, State of Florida, 2002-Present
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Mr. Engel specializes in water and reuse water distribution, wastewater collection and pumping, and stormwater management. He is responsible for document preparation and construction management for parks, commercial, residential, and industrial development projects. He holds LEED Accreditation which recognizes his ability to incorporate design, construction, and maintenance techniques that are energy efficient while reducing impacts on health and the environment.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Lakewood Ranch Master Planned Community, Sarasota and Manatee Counties, Florida	Ongoing	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for overall civil project design, permitting, and -project management support of multiple projects within this more than 12,000-acre premier residential development and destination resort including roadways, residential neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the 31,000-acre Lakewood Ranch community straddling Sarasota and Manatee Counties. At build-out, over 23,000 residential units, 3.8 million s.f. of retail/commercial, 8 million s.f. of office and 4.5 million s.f. of industrial land uses will be accommodated. Role: Lead Engineer		
Fieldstone Community Development District, Manatee County, Florida	Ongoing	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Stantec is responsible for the inspection of the developments under the District, including additional specific repair, maintenance, and construction designs. Role: Project Engineer		
Heritage Harbour, Manatee County, Florida	Ongoing	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for civil project design, permitting, and project management support. The Heritage Harbour (a.k.a. Heritage Sound) project is a DRI in Manatee County proposed at build out to include 5,000 single-family units, retail facilities, offices, a marina, a hotel, and golf courses. The 1,200-acre site includes an 18-hole golf course, master stormwater management system, and 22,500 l.f. of roadway. Stantec provided DRI entitlement services, site planning, stormwater design, SWFWMD and Manatee County permitting, and construction phase services documents. Role: Engineer		
Country Club East, Sarasota County, Florida	2011	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for civil project design, permitting, and project management support. The product of our continuing collaboration with SMR Communities, Country Club East is a 1,000-unit master planned community located in the Schroeder Manatee Ranch area of Manatee County. Role: Engineer		
Country Club East Park at Lakewood Ranch, Manatee County, Florida	2019	
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for ongoing client and project coordination, account management, and project scheduling. Stantec provided the planning, design, construction documentation, permitting and construction phase services for this 15-acre public park. The project included a restroom/picnic pavilion; playground; soccer fields, multi-use fields, and stormwater management system; parking and traffic circulation areas, and pedestrian paths. This park is located adjacent to a large, gated golf course community and required a level of design and construction that complimented the high-end neighborhood. Role: Project Manager		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Scott A. Buttari	13. ROLE IN THIS CONTRACT Senior Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 22

15. FIRM NAME AND LOCATION <i>(City and State)</i> Stantec (Sarasota, Florida)	
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16. EDUCATION (Degree and Specialization) Bachelor of Science, Landscape Architecture, University of Florida, Gainesville, Florida, United States, 1999	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Registered Landscape Architect #0001756, State of Florida, 2001 - 2011
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. Buttari's experience includes master planning and construction document preparation for golf course and residential communities, hotel and resort developments, county and neighborhood parks, commercial centers, office parks, and streetscape projects. His LEED Accreditation recognizes his ability to incorporate design, construction, and maintenance techniques that increase energy efficiency and reduce impacts on health and the environment. His designs reflect the successful incorporation of the natural environment in all development projects.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Lakewood Ranch Master Planned Community, Sarasota and Manatee Counties, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for overall civil project design, permitting, and -project management support of multiple projects within this more than 12,000-acre premier residential development and destination resort including roadways, residential neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the 31,000-acre Lakewood Ranch community straddling Sarasota and Manatee Counties. At build-out, over 23,000 residential units, 3.8 million s.f. of retail/commercial, 8 million s.f. of office and 4.5 million s.f. of industrial land uses will be accommodated. Role: Landscape Architect		
The West Villages, North Port, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Leading the preparation of a new master plan for the 10,000+ acre former Thomas Ranch property. Initial detailed design and implementation includes the Village D area of 600+ acres for approximately 2,400 DU's and 500,000 sf of mixed-use, non-residential space focused around a +/-50-acre lake park. The town center component will create a network of streets and blocks to allow flexibility and phased development over the next 10+ years, while creating a vibrant core for the expanding master planned community. Role: Lead Landscape Architect		
Viera Village 2, Melbourne, Florida	2017	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Lead Landscape Architect responsible for the +/-2,100 master planning of the Village 2 area of the Viera master planned community. The Village 2 area will focus around a new gateway into western Viera via the Pineda Causeway Extension. The master plan includes the creation of a connected greenway and trail spine which runs approximately 2.5 miles along the north-south length of the project area. Mixed-use, low impact residential areas and community park spaces will be interconnected through the greenway spine by approximately 8 miles of trails. Role: Lead Landscape Architect		
Founders Club, Sarasota County, Florida	2009	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for conceptual site planning, design development, coordination of golf course routing with golf course architect, exhibit preparation for public meetings, and rezone applications support for the exclusive residential golf community. The 700-acre tract known as the Founders Club includes a golf course designed by world-renowned architect Robert Trent Jones, II. Role: Landscape Architect		
Isles of Sarasota on Palmer Ranch, Sarasota County, Florida	2008	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for buffer, entry, and unit landscape designs created to meet the high standards of DiVosta Homes for the creation of a wonderful community along the edge of South Creek. The Isles of Sarasota is a 700-unit single-family residential subdivision located on a 265-acre site on Palmer Ranch. Design included parking lots, a stormwater management system, a wastewater collection system, and a water distribution system for the community and the Village Center. Role: Lead Landscape Architect		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Katie LaBarr	13. ROLE IN THIS CONTRACT Project Planner	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM 8

15. FIRM NAME AND LOCATION (City and State)

Stantec (Sarasota, Florida)



16. EDUCATION (Degree and Specialization) Master of Science, Planning, Florida State University, Tallahassee, Florida, United States, 2005 Master of Public Administration with Certificate in Emergency Management, Florida State University, Tallahassee, Florida, United States, 2005 Bachelor of Arts, Political Science, University of South Florida, Tampa, Florida, United States, 2003	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Certified Planner #023432, American Institute of Certified Planners
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Katie's career has included experience in state and local government, as well as private sector planning. A graduate of Florida State's Department of Urban & Regional Planning and Reubin O'D. Askew School of Public Administration and Policy, she has used her education and experience to promote sustainable community development, with a focus on community resiliency. Katie's current responsibilities include serving as the lead planner on large residential and mixed-use projects in Hillsborough, Manatee and Sarasota Counties, assisting with development agreement negotiations, preparing Notice of Proposed Change applications for Developments of Regional Impact (DRI), and rezone and site plan applications for moderate scale residential developments. Katie's goal has always been to work with clients who desire to make places that add value to the community and promote a sense of place.

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch Master Planned Community, Sarasota and Manatee Counties, Florida	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Stantec is responsible for overall civil project design, permitting, and -project management support of multiple projects within this more than 12,000-acre premier residential development and destination resort including roadways, residential neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the 31,000-acre Lakewood Ranch community straddling Sarasota and Manatee Counties. At build-out, over 23,000 residential units, 3.8 million s.f. of retail/commercial, 8 million s.f. of office and 4.5 million s.f. of industrial land uses will be accommodated. Role: Planner	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
b.	(1) TITLE AND LOCATION (City and State) Morgan Glen, Manatee County, Florida	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Morgan's Glen is a 138± acre parcel in Manatee County Florida south and directly adjacent to Moccasin Wallow road centered on the future intersection of Ft Hamer Road Segment A. Morgan's Glen proposed approximately 380 residential units and a 11.5± acre commercial parcel. This project included Preliminary Site Plans for the overall development, as well as a detailed Preliminary Site Plan for the commercial parcel, Final Site Plans and associated support for access and bicycle/pedestrian circulation. Role: Project Manager/Lead Planner	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
c.	(1) TITLE AND LOCATION (City and State) West Villages, Sarasota County, Florida	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The West Villages, approximately 8,000 acres, located in the City of North Port, Florida, is envisioned as a vibrant mixed-use community that will utilize design elements of city and neighborhood planning, through the development of 11 distinct villages, consistent with the City's Village District requirements. Stantec has served as the planning, design and engineering consultants for this community. We recently prepared and processed amendments to the Index Map. We also processed a Large-Scale Comprehensive Plan Map and Text Amendment application for property that was acquired, as well as a rezone application for property that does not currently have the proper implementing zoning district for Village development. Finally, we prepared a Village District Pattern Plan for Villages "D", "E", "F", and "G". The vision for West Villages is sustainable development that ensures environmental preservation and enhancement, while providing for a functional and rational development pattern, relying on sound planning and design principles. Role: Project Manager/Lead Planner	PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
d.	(1) TITLE AND LOCATION (City and State) Indigo, Manatee County, Florida	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Processing a rezone application for 590 detached and semi-detached residential units in eastern Manatee County. Preparing an application for a Right-of-Way Vacation for a portion of public right-of-way that lies within development area. Role: Planner	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Francisco B. Domingo	13. ROLE IN THIS CONTRACT Senior Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 34	b. WITH CURRENT FIRM 16

15. FIRM NAME AND LOCATION *(City and State)*

Stantec (Sarasota, Florida)



16. EDUCATION (Degree and Specialization) FDOT, Advanced Work Zone, Traffic Control, US, 2021 Florida Engineering Leadership Institute, FICE, Graduate, 2012 Bachelor of Science, Civil Engineering, University of Florida, Gainesville, Florida, US, 1986	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer #C46393, State of California Professional Engineer #51601, State of Florida, 1997-present
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Frank brings over 34 years of comprehensive infrastructure, transportation planning, and development expertise to his projects. His professional experience includes nearly 9 years in local government with Sarasota County culminating in roles as the Mobility General Manager/County Engineer. His skill sets encompass project management, conceptual planning, feasibility analysis, roadway design, right-of-way acquisition, permitting, community relations, developer agreement negotiations, and construction contracts. Frank offers his clients valuable knowledge of the policies and procedures involved in the planning process to facilitate successful public-private partnerships.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Lakewood Ranch Master Planned Community, Sarasota and Manatee Counties, Florida	On-going	On-going
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for overall civil project design, permitting, and -project management support of multiple projects within this more than 12,000-acre premier residential development and destination resort including roadways, residential neighborhoods, commercial complexes, schools, and parks, golf and other recreational facilities. Stantec has provided a full range of professional services for entitlement procurement, infrastructure component improvements, and land development activities throughout the evolution of the 31,000-acre Lakewood Ranch community straddling Sarasota and Manatee Counties. At build-out, over 23,000 residential units, 3.8 million s.f. of retail/commercial, 8 million s.f. of office and 4.5 million s.f. of industrial land uses will be accommodated. Florida. Role: Lead Transportation Engineer		
b.	West Villages, North Port, Florida	On-going	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Leading the preparation of a new master plan for the 10,000+ acre former Thomas Ranch property. Initial detailed design and implementation includes the Village D area of 600+ acres for approximately 2,400 DU's and 500,000 sf of mixed-use, non-residential space focused around a +/-50-acre lake park. The town center component will create a network of streets and blocks to allow flexibility and phased development over the next 10+ years, while creating a vibrant core for the expanding master planned community. .Role: Lead Transportation Engineer		
c.	Morgan Glen, Manatee County, Florida	On-going	On-going
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Morgan's Glen is a 138± acre parcel in Manatee County Florida south and directly adjacent to Moccasin Wallow Road centered on the future intersection of Ft Hamer Road Segment A. Morgan's Glen proposed approximately 380 residential units and a 11.5± acre commercial pod. This project included Final Site Plan and associated transportation support for access, turn-lane, traffic analysis and bicycle/pedestrian circulation. Role: Lead Transportation Engineer		
d.	North River Ranch Middle School - TIA & Roundabout Analyses, Manatee County, Florida	On-going	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provide transportation impact analysis and roundabout analysis for intersection of Ft Hamer Road and Road FF. Role: Transportation Engineer		
e.	Palmer Ranch - Taylor Morrison, Sarasota County, Florida	2016	2020
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for transportation planning and traffic engineering for a 187-unit single-family home development. The project included preparing and processing traffic analysis for a Development of Regional Impact (DRI), rezoning and a Comprehensive Plan Amendment application. Role: Transportation Engineer		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Robert R. Cunningham	13. ROLE IN THIS CONTRACT Principal, Survey	14. YEARS EXPERIENCE	
		a. TOTAL 41	b. WITH CURRENT FIRM 42

15. FIRM NAME AND LOCATION *(City and State)*

Stantec (Sarasota, Florida)



16. EDUCATION (Degree and Specialization) Bachelor of Arts, Ashford University, Clinton, Iowa, 2009	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Land Surveyor #LS3924, State of Florida Registered Land Surveyor, Commonwealth of Pennsylvania
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
30 years of experience as a Professional Land Surveyor. Since joining the firm in 1979, his duties have included supervision and scheduling of field crews; research, computations, and preparation of final survey drawings and descriptions; topographic and boundary surveys; record and condominium plats; right-of-way surveys; easement; mean high water line location; submerged land leases, and jurisdictional and permit surveys.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	North River Ranch, Phases 1C & 1D West, Manatee County, Florida	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepare a boundary survey and record plat for a 112 Acre Tract of land consisting of 216 Single Family Lots. Prepared the subdivision plat and processed plat package with Manatee County.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	Lakewood Ranch Community Development Districts 1 - 6, Manatee County, Florida	2015	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepared sketch and descriptions for Districts 1, 3, 4, 5 and 6 as well as the addition to District 2 and the revision to District 2 and District 5 and the addition of property to District 4.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	Lakewood Ranch Country Club Village, Subphase EE, Manatee County, Florida	2018	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Recorded in two separate record plats, this project was built around a golf course that was not a part of the plat. Responsible for preparation of two record plats and worked closely with the attorney, client, and Manatee County staff to get the plats approved and recorded. These plats also had parcels being divided up between the Community Development District (CDD), homeowners association, and developer. Role: Principal-in-charge	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	Lakewood Ranch Northeast Sector, Manatee County, Florida	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepare sketch and descriptions of 44 th Avenue East, Rangeland, Uihlein and Bourneside Boulevard, along with turn lanes, lake tracts and drainage easements.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	Lakewood Ranch Taylor Property Addition, Manatee County, Florida	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Update the Lakewood Ranch Stewardship Boundary to include the boundary of the Lakewood Ranch Taylor property addition; prepare sketch and description for the rezone of the Lake Ranch Taylor property and sketch and description for the vacation of the roadway between the Northeast Sector and the Lakewood Ranch Taylor addition.	<input checked="" type="checkbox"/> Check if project performed with current firm	
f.	Windward Subdivision, Sarasota County, Florida	2020	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepare a boundary survey and record plat for a 225 Acre Tract of Land consisting of 226 Single Family and 64 Villa Lots. Prepared the subdivision plat and processed plat package with Sarasota County	<input checked="" type="checkbox"/> Check if project performed with current firm	
i.	Moccasin Wallow Road, Manatee County, Florida	2021	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Prepare right-of-way map and parcel taking for Segment 1 (approximately 2-miles) from US301 traveling west to Summerwoods Subdivision. This also included the right-of-way of Fort Hamer Road.	<input checked="" type="checkbox"/> Check if project performed with current firm	
k.	Lakewood Ranch Country Club Village, Subphase EE, Manatee County, Florida	2015	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Responsible for the preparation of record plats for a 350-lot subdivision, located within a CDD. Responsible for the preparation of the plats, development of easement and dedication language, and for working with the local government to process the plat for recording.	<input checked="" type="checkbox"/> Check if project performed with current firm	

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 <i>(City and State)</i> Lakewood Ranch Stewardship District Engineer (Sarasota and Manatee counties, Florida)	22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i> N/A
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23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lakewood Ranch Stewardship District	b. POINT OF CONTACT NAME Steve Zelinski, CFO	c. POINT OF CONTACT TELEPHONE NUMBER 941.907.0202 ext. 229
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Providing District Engineer services for the Stewardship District including:

- Attending the District Board Meetings
- Preparing District procedures
- SWFWMD Certification of stormwater facilities (transfer of ownership and to maintenance and operations)
- NPDES (MS4) annual reporting and certifications
- Prepare Engineering Evaluation Reports for Benefit Assessment Revenue Bond Refunding for infrastructure including roadway, potable water, sanitary sewer, drainage, landscaping, irrigation, parks, linear parks, and entry features.
- Bid phase services including bid evaluations and recommendations of award.
- Limited construction management phase services – review change orders, contractor invoices, transfer of ownership and transfer of operations and maintenance.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Stantec	Sarasota, Florida	District Engineer
b.			
c.			

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)*

Fieldstone CDD District Engineer
(Sarasota and Manatee counties, Florida)

22. YEAR COMPLETED
PROFESSIONAL SERVICES: Ongoing
CONSTRUCTION *(if applicable)*: N/A

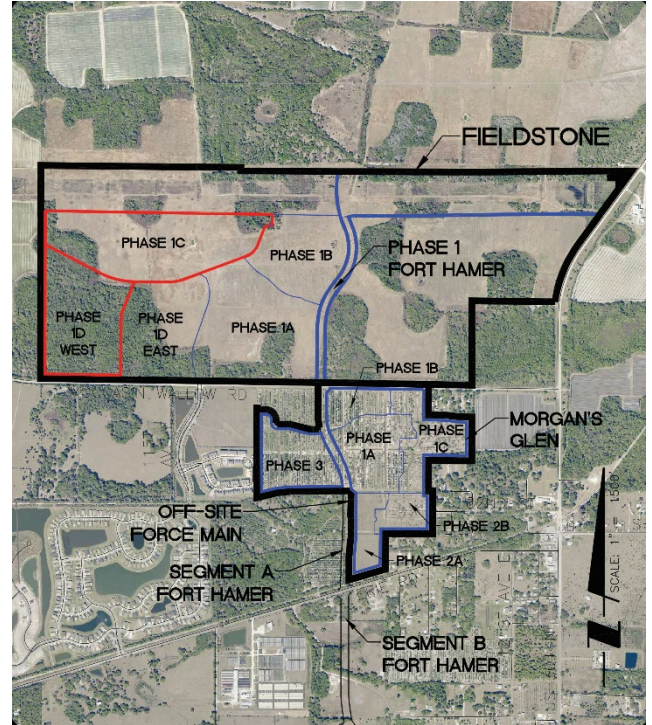
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Fieldstone Community Development District	b. POINT OF CONTACT NAME Tom Panaseny, VP Land Development	c. POINT OF CONTACT TELEPHONE NUMBER 941.328.1054
---	---	--

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

Providing District Engineer services for the Community Development District including:

- Attending the District Board Meetings
- Preparing District procedures
- SWFWMD Certification of stormwater facilities (transfer of ownership and to maintenance and operations)
- NPDES (MS4) annual reporting and certifications
- Prepare Engineering Evaluation Reports for Benefit Assessment Revenue Bond Refunding for infrastructure including roadway, potable water, sanitary sewer, drainage, landscaping, irrigation, parks, linear parks, and entry features.
- Bid phase services including bid evaluations and recommendations of award.
- Limited construction management phase services – review change orders, contractor invoices, transfer of ownership and transfer of operations and maintenance.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Stantec	Sarasota, Florida	District Engineer
b.			
c.			

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)*

West Villages Improvement District
(Sarasota and Manatee counties, Florida)

22. YEAR COMPLETED
PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(if applicable)*
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

West Villages Improvement District

b. POINT OF CONTACT NAME

John, Luczynski, Chairman, Senior Vice President

c. POINT OF CONTACT TELEPHONE NUMBER

941.702.4262

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

Providing District Engineer services for the Improvement District including:

- Attending the District Board Meetings
- Preparing District procedures
- SWFWMD Certification of stormwater facilities (transfer of ownership and to maintenance and operations)
- NPDES (MS4) annual reporting and certifications
- Prepare Engineering Evaluation Reports for Benefit Assessment Revenue Bond Refunding for infrastructure including roadway, potable water, sanitary sewer, drainage, landscaping, irrigation, parks, linear parks, and entry features.
- Bid phase services including bid evaluations and recommendations of award.
- Limited construction management phase services – review change orders, contractor invoices, transfer of ownership and transfer of operations and maintenance.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Stantec	Sarasota, Florida	District Engineer
b.			
c.			

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)*

Windward CDD District Engineer
(Sarasota and Manatee counties, Florida)

22. YEAR COMPLETED
PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(if applicable)*
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Windward at Lakewood Ranch
Community Development
District

b. POINT OF CONTACT NAME

Mark Evans, VP Land Development

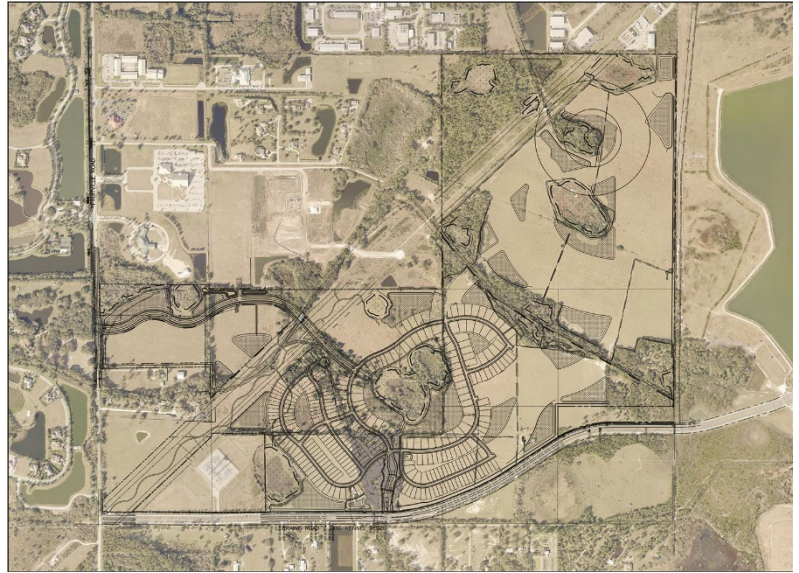
c. POINT OF CONTACT TELEPHONE NUMBER

941.328.1111

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

Providing District Engineer services for the Stewardship District including:

- Attending the District Board Meetings
- Preparing District procedures
- SWFWMD Certification of stormwater facilities (transfer of ownership and to maintenance and operations)
- NPDES (MS4) annual reporting and certifications
- Prepare Engineering Evaluation Reports for Benefit Assessment Revenue Bond Refunding for infrastructure including roadway, potable water, sanitary sewer, drainage, landscaping, irrigation, parks, linear parks, and entry features.
- Bid phase services including bid evaluations and recommendations of award.
- Limited construction management phase services – review change orders, contractor invoices, transfer of ownership and transfer of operations and maintenance.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Stantec	Sarasota, Florida	District Engineer
b.			
c.			

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Stantec provides engineering, planning, permitting, and cost-estimating services for Community Development Districts (CDDs), dependent and independent districts, Municipal Service Taxing Units/Benefit Units (MSTU/BU), and other special assessment districts. We have a current working relationship with the District and have worked with several fully-developed CDD's.

We offer a total scope of services that includes, but is not limited to, the following:

- General Consultation on District Issues
- Master Planning of Infrastructure
- Water Management Systems and Facilities
- Water and Sewer Systems and Facilities
- Roads, Landscaping and Street Lighting Design and Plans
- Existing Systems Studies and Analysis
- Environmental Permitting
- Cost Estimates for Plan Implementation
- Bidding and Contractor Selection
- Government Permitting
- Water Conversation Studies and Design
- Water Supply Studies
- Construction Phase Observation
- Contract Management and Inspection Services
- Expert Witness Testimony
- Utility Rate Studies
- Potable Water System Plans and Design
- Irrigation System Plans and Design
- Wastewater Collection System Plans and Design
- Engineering Reports for Bonding

Our staff understands the area

We live and work in Sarasota County. Our staff understands this region and the local permitting process, and we have a thorough understanding of the Manatee County.

Our similar projects exemplify our expertise and ability to overcome challenges

We've done this before. We've provided community development district engineering services to over 50 Districts in the Central Florida Region. We offer you proven solutions and creative design.

Project Manager with experience providing district engineering services

You trust that the firm you select is not only knowledgeable in community development districts, but offers a project manager that has personally led community development district contracts? Our team is proven in these areas - you can trust us.

We provide professional services to several local fully-developed communities

Our team offers the advantages of proven expertise in managing fully-developed community development district engineering services contracts. We perform maintenance consulting services for pond slope erosion repair, general drainage problems, and roadway maintenance, including milling and re-surfacing of CDD-owned roads.

A commitment to Special District Services

We understand the staff at North River Ranch Improvement Stewardship District and how they desire their selected district engineer to perform. Our reputation and high level of client services is proven to your staff by our current project work.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

Michael A Kennedy

32. DATE

3/26/2021

33. NAME AND TITLE

Michael Kennedy, PE / Executive Vice President, US

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Stantec Consulting Services Inc.			3. YEAR ESTABLISHED 2010	4. UNIQUE ENTITY IDENTIFIER 07-872-1820
2b. STREET 6900 Professional Parkway East			5. OWNERSHIP	
2c. CITY Sarasota	2d. STATE FL	2e. ZIP CODE 34240-8414	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Michael A. Kennedy - Executive Vice President, US			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (941) 907-6900 x225		6c. E-MAIL ADDRESS mike.kennedy@stantec.com		
7. NAME OF FIRM (If block 2a is a branch office) Stantec Inc.				
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
Stantec Consulting Services Inc. (Station Way, Sarasota, FL)			2006	04-850-4554

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (See Below)
		(1) Firm	(2) Branch			
02	Administrative	2840	19	C15	Construction Management	9
06	Architect	897	0	E02	Educational Facilities, Classrooms	10
07	Biologist	286	4	E09	EIS, Assessments of Statements	10
08	CAD Technician	561	12	H07	Highways; Streets; Airfield Paving; Parking Lots	10
12	Civil Engineer	2425	28	H11	Housing (Residential, Multi-Family, Apts, Condos)	10
14	Computer Programmer	476	2	I01	Industrial Buildings, Manufacturing Plants	9
15	Construction Inspector	261	6	O01	Office Buildings, Industrial Parks	9
21	Electrical Engineer	791	0	P05	Planning (Comm., Regional, Areawide, and State)	9
24	Environmental Scientist	923	5	P06	Planning (Site, Installation, and Project)	9
29	GIS Specialist	199	3	R04	Recreation Facilities (Parks, Marinas, Etc.)	8
30	Geologist	213	1	S04	Sewage Collection, Treatment and Disposal	10
34	Hydrologist	100	1	S13	Storm Water Handling & Facilities	8
38	Land Surveyor	300	14	T03	Traffic & Transportation Engineering	10
39	Landscape Architect	190	5	T04	Topographic Surveying and Mapping	5
42	Mechanical Engineer	619	0	W02	Water Resources, Hydrology, Ground Water	10
47	Planner, Urban/Regional	276	6	W03	Water Supply, Treatment and Distribution	10
48	Project Manager	663	0	Z01	Zoning, Land Use Studies	4
57	Structural Engineer	758	0			
58	Technician/Analyst	1683	0			
62	Water Resources Engineer	59	1			
	Other Employees	1851	0			
Total		16371	107			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)	PROFESSIONAL SERVICES REVENUE INDEX NUMBER
a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10
	1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million 6. \$2 million to less than \$5 million 7. \$5 million to less than \$10 million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater

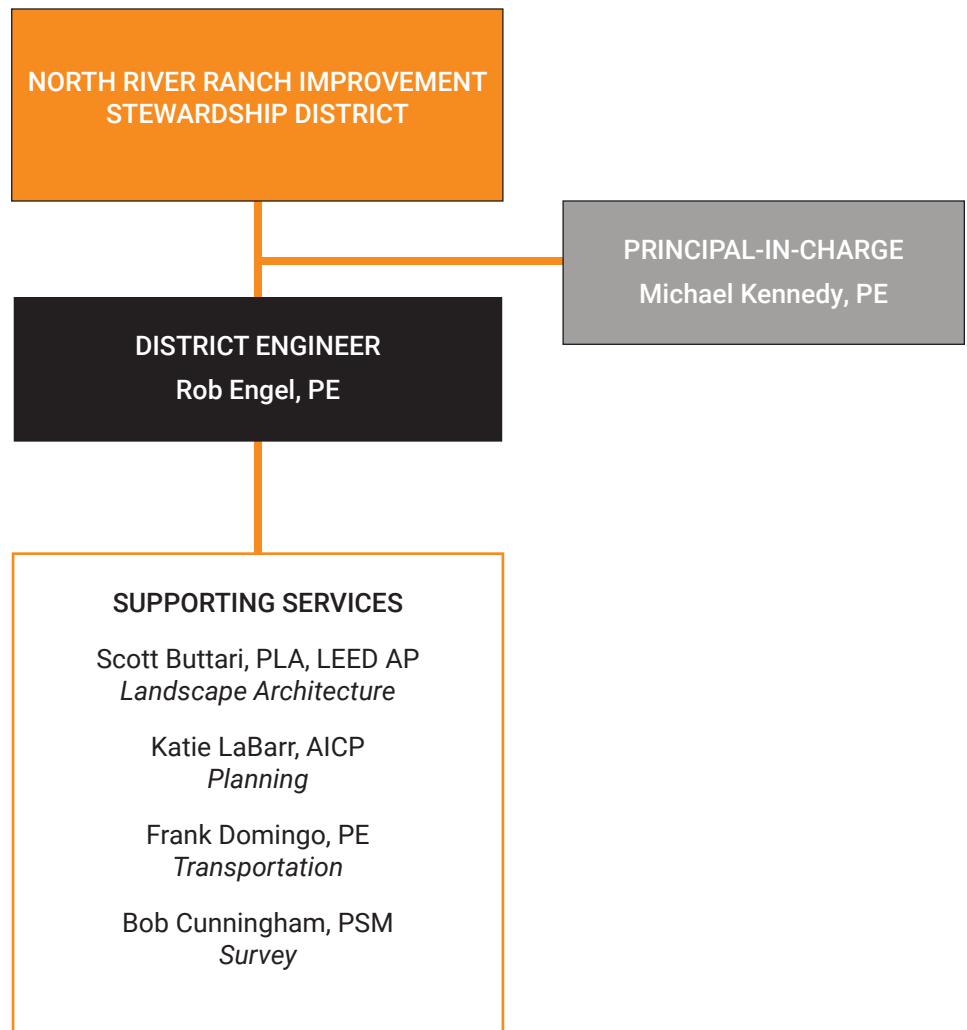
12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE March 17, 2021
------------------	----------------------------------

c. NAME AND TITLE
Michael A. Kennedy - Executive Vice President, US

D. ORGANIZATION CHART OF PROPOSED TEAM





Stantec Consulting Services Inc.

6900 Professional Parkway East

Sarasota, Florida 34240

941.907.6900

North River Ranch Improvement Stewardship District

Ratification of Funding Requests # 1-5

NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT

Funding Requests 1-5

FR #	Description	Amount	Total
1	Developer Funding	\$5,000.00	
	Supervisor Fees 2/10/2021 BOS Meeting	\$1,000.00	
		Total	\$6,000.00
2	Bradenton Herald - Legal Ad 2/3/2021	\$86.58	
	Egis Insurance & Risk Advisors	\$2,931.00	
		Total	\$3,017.58
3	Florida Department of Economic Opportunity	\$175.00	
	PFM Group Consulting DM- February 2021	\$1,666.67	
	PFM Group Consulting DM- March 2021	\$1,666.67	
		Total	\$3,508.34
4	Hopping Green & Sams- General Counsel	\$3,923.89	
		Total	\$3,923.89
5	McClatchy Company		
	Legal Advertisement 3/30/2021	\$87.75	
	Legal Advertisement 3/15/2021	\$145.08	
	Legal Advertisement 3/16/2021	\$76.05	
	Legal Advertisement 3/02/2021	\$163.80	
	Legal Advertisement 3/02/2021	\$58.50	
		Total	\$531.18

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 001

2/12/2021

Item No.	Vendor	Invoice Number	General Fund
1	Developer Funding Funding Buffer	--	\$ 5,000.00
2	Supervisor Fees - 02/10/2021 Meeting Dale Weidemiller	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	Janice Snow	--	\$ 200.00
	John Blakley	--	\$ 200.00
TOTAL			\$ 6,000.00

Vivian Carvalho
Secretary / Assistant Secretary


Board Member

Please Return To:
North River Ranch ISD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
LaneA@pfm.com // 407-723-5925

RECEIVED

By Amanda Lane at 11:01 am, Feb 16, 2021

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 002
3/5/2021

Item No.	Vendor	Invoice Number	General Fund
1	Bradenton Herald Legal Advertising on 02/03/2021	4856182	\$ 86.58
2	Egis Insurance & Risk Advisors FY 2021 Insurance	12852	\$ 2,931.00
		TOTAL	\$ 3,017.58



Secretary / Assistant Secretary



Board Member

Please Return To:
North River Ranch ISD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
LaneA@pfm.com // 407-723-5925

RECEIVED

By Amanda Lane at 9:34 am, Mar 08, 2021

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 003

3/12/2021

Item No.	Vendor	Invoice Number	General Fund
1	Florida Department of Economic Opportunity FY 2021 Special District Fee	83741	\$ 175.00
2	PFM Group Consulting DM Fee: February 2021 DM Fee: March 2021	114099 DM-03-2021-0034	\$ 1,666.67 \$ 1,666.67
TOTAL			\$ 3,508.34

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

Please Return To:
North River Ranch ISD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
LaneA@pfn.com // 407-723-5925

RECEIVED
By Amanda Lane at 9:49 am, Mar 15, 2021

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 004

4/2/2021

Item No.	Vendor	Invoice Number	General Fund
1	Hopping Green & Sams General Counsel Through 02/28/2021	121333	\$ 3,923.89
		TOTAL	\$ 3,923.89

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

Please Return To:
North River Ranch ISD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
LaneA@pfn.com // 407-723-5925

RECEIVED
By Amanda Lane at 10:16 am, Apr 05, 2021

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 005

4/9/2021

Item No.	Vendor	Invoice Number	General Fund
1	McClatchy Company		
	Legal Advertising on 03/30/2021 (Ad: IPL0012929)	12824	\$ 87.75
	Legal Advertising on 03/15/2021 (Ad: IPL0012939)	12824	\$ 145.08
	Legal Advertising on 03/16/2021 (Ad: IPL0012944)	12824	\$ 76.05
	Legal Advertising on 03/02/2021 (Ad: IPL0012002)	13073	\$ 163.80
	Legal Advertising on 03/02/2021 (Ad: IPL0012097)	13073	\$ 58.50
		TOTAL	\$ 531.18

Vivian Carvalho

Secretary / Assistant Secretary



Board Member

Please Return To:
North River Ranch ISD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
LaneA@pfn.com // 407-723-5925

RECEIVED

By Amanda Lane at 1:21 pm, Apr 12, 2021

**North River Ranch Improvement
Stewardship District**

Review of District Financial Statements

North River Ranch Improvement SD
Statement of Financial Position
As of 3/31/2021

General Fund

Assets

Current Assets

General Checking Account	\$4,700.72
Accounts Receivable - Due from Developer	3,508.34
Total Current Assets	<u>\$8,209.06</u>

Total Assets

\$8,209.06

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$3,333.34
Deferred Revenue	3,508.34
Total Current Liabilities	<u>\$6,841.68</u>

Total Liabilities

\$6,841.68

Net Assets

Current Year Net Assets - General Government	1,367.38
--	----------

Total Net Assets

\$1,367.38

Total Liabilities and Net Assets

\$8,209.06

North River Ranch Improvement SD

Statement of Activities

As of 3/31/2021

General Fund

Revenues

Developer Contributions	\$9,017.58
Other Income & Other Financing Sources	0.72
Total Revenues	<u>\$9,018.30</u>

Expenses

Supervisor Fees	\$1,000.00
Public Officials' Liability Insurance	1,319.00
Management	3,333.34
Legal Advertising	86.58
Miscellaneous	125.00
Dues, Licenses, and Fees	175.00
General Insurance	1,612.00
Total Expenses	<u>\$7,650.92</u>

Other Revenues (Expenses) & Gains (Losses)

Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>
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Change In Net Assets \$1,367.38

Net Assets At Beginning Of Year \$0.00

Net Assets At End Of Year \$1,367.38