

WILFORD PRESERVE
Community Development District

JULY 22, 2026

AGENDA

**Wilford Preserve
Community Development District**

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

July 15, 2026

Board of Supervisors
Wilford Preserve Community Development District

Dear Board Members:

The Wilford Preserve Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, July 22, 2026, at 6:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.**

Following is the revised agenda for the meeting:

- I. Roll Call
- II. Public Comment
- III. Approval of the Minutes of the June 16, 2026 Meeting
- IV. Consideration of Proposal from S3 Security to Add Cheswick Property (to be provided under separate cover)
- V. Consideration of Proposal from Lake Doctors to Add Cheswick and Phase IV (to be provided under separate cover)
- VI. Consideration of Proposals from Yellowstone to Add Cheswick and Phase IV
- VII. Public Hearings for the Purpose of Adopting the Fiscal Year 2027 Budget and Imposing Special Assessments
 - A. Consideration of Resolution 2026-15, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2027
 - B. Consideration of Resolution 2026-16, Imposing Special Assessments and Certifying an Assessment Roll
- VIII. Public Hearing for the Purpose of Adopting Revised Rules of Procedure; Consideration of Resolution 2026-17
- IX. Consideration of Revisions to Amenity Facility Policies

- X. Ratification of Agreement with Governmental Management Services, LLC for Onsite Management and Maintenance Services
- XI. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Amenity / Operations Manager – Report
- XII. Financial Reports
 - A. Financial Statements as of June 30, 2026
 - B. Assessment Receipts Schedule
 - C. Check Register
- XIII. Supervisors' Requests and Audience Comments
- XIV. Next Scheduled Meeting – Tuesday, August 18, 2026, at 1:30 p.m. at the Plantation Oaks Amenity Center
- XV. Adjournment

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the Wilford Preserve Community Development District was held on Tuesday, June 16, 2026, at 1:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

Present and constituting a quorum were:

Louis Cowling	Chairman
Robert Keefe	Vice Chairman
Alex Pinto	Supervisor
Daniel Zaremba	Supervisor
Gary McKee	Supervisor

Also present were:

Marilee Giles	District Manager
Wes Haber <i>by phone</i>	District Counsel
Glynn Taylor <i>by phone</i>	District Engineer
Jay Soriano	Operations Manager
Sayla Hicks	RMS
Misty Taylor	Bryant Miller Olive
Rhonda Mossing <i>by phone</i>	MBS Capital Markets

The following is a summary of the discussions and actions taken at the June 16, 2026 meeting.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Giles called the meeting to order at 1:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There being no members of the public present, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 20, 2026 Meeting

There being no comments on the minutes, a motion to approve followed.

On MOTION by Mr. Keefe seconded by Mr. McKee with all in favor the minutes of the May 20, 2026 meeting were approved.

FOURTH ORDER OF BUSINESS Financing Matters**A. Final Supplemental Assessment Report**

Mr. Haber stated that a public hearing for the levying and imposition of debt assessments was previously held. Subsequent to that public hearing, a supplemental assessment resolution was adopted prior to the final numbers coming in, which gave the District Manager the authority to supplement that resolution with the final numbers. The assessment methodology included in the package was for informational purposes. Mr. Haber noted the assessment methodology only covers the Cheswick and Phase 4 areas and Table 5 lists the annual debt assessment amounts.

B. Consideration of Resolution 2026-13, Approving Ancillary Documents

- 1. Acquisition Agreement**
- 2. Collateral Assignment Agreement**
- 3. Notice of Assessments**

Mr. Haber stated that the ancillary documents are entered into with the majority landowner. The acquisition agreement specifies the process that the CDD will use to acquire completed improvements from the development entity, such as the amenity center and stormwater improvements in the Cheswick and Phase IV properties. The collateral assignment agreement states that if there is ever a default of the payment of the debt assessment by any of the developer entities that sign the agreement for the properties that there is an obligation on their part to assign the development rights. The notices of assessments identify the assessments have been levied and imposed against the property and puts any future property purchasers on notice that the assessments are applicable to the property.

On MOTION by Mr. Cowling seconded by Mr. Keefe with all in favor, Resolution 2026-13, approving ancillary documents was approved.

FIFTH ORDER OF BUSINESS**Discussion of Request for Speed Hump
Installation on Firethorn Avenue**

The Board discussed the request and determined there were no spots identified that a speed hump could be placed that would not impede someone's driveway. No action was taken

SIXTH ORDER OF BUSINESS**Consideration of Request for
Installation of Fence in CDD Easement (3534 Belstead)**

The request for a fence to be installed partially within a CDD easement was presented to the Board. Mr. Taylor stated that he recommends requiring the homeowners bring the fence in by five-feet to provide appropriate access.

On MOTION by Mr. Cowling seconded by Mr. Keefe with all in favor, the request for installation of a fence partially within a CDD easement subject to the fence line being moved in by five-feet was approved.

SEVENTH ORDER OF BUSINESS

Discussion of the Fiscal Year 2027

Budget

Ms. Giles stated that with discussions with the Chair and reductions in estimated landscaping costs for Cheswick, the increase in assessments has been reduced from 4% to less than 1%.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing further to report, the next item followed.

B. District Engineer

Mr. Taylor reported that the as-builts for Phase 4 are in progress.

C. District Manager

Ms. Giles reminded the board members to complete their Form 1 by July 1st, and to complete four hours of ethics training prior to the end of the year.

D. Amenity / Operations Manager – Report

A copy of the amenity and operations report was included in the agenda package for the Board's review. Mr. Soriano reported that a second contractor was brought to investigate the complaints on the pool expansion joints and make any necessary repairs. Additionally, repairs were made to the coping and the pavers were sealed. The cost for the inspection was \$5,000.

On MOTION by Mr. Cowling seconded by Mr. Keefe with all in favor, the invoices from Blue Solutions for \$5,000 was approved.

NINTH ORDER OF BUSINESS **Financial Reports**

A. Financial Statements as of May 31, 2026

Ms. Giles presented the Financial Statements.

B. Assessment Receipts Schedule

Ms. Giles reported the on-roll fiscal year 2026 assessments are 100% collected.

C. Check Register

Ms. Giles presented the Check Register totaling \$36,089.90.

On MOTION by Mr. Cowling seconded by Mr. McKee with all in favor the Check Register was approved.

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

Ms. Giles went over some changes staff recommends making to the amenity facility policies. Mr. Keefe suggested removing golf carts from paragraph 15 of the amenity policies to not conflict with paragraph 18. Additionally, on page 15 relating to the multi-purpose field, Mr. Keefe suggested adding verbiage to give staff members or District representatives the ability to deem certain activities inappropriate if needed.

Mr. Cowling suggested adding some verbiage to paragraph 18 that any destruction of common ground property is prohibited.

Ms. Giles stated that the changes suggested above would be made and the revised amenity policies would be brought back to the next meeting for Board consideration.

ELEVENTH ORDER OF BUSINESS **Next Scheduled Meeting – July 22, 2026, at 6:00 p.m. at the Plantation Oaks Amenity Center**

TWELFTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. McKee seconded by Mr. Pinto with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SIXTH ORDER OF BUSINESS

Wilford 4

Scope of Services

General Landscape Maintenance:

General Requirements:

The Contractor shall provide labor, equipment, and materials to maintain the landscape and irrigation for the lands owned by the Wilford Preserve CDD for areas on the attached map.

Reporting:

The Contractor will notify the CDD representative whenever the crew has performed a service. This notification will be accomplished by the completion of a Customer Visitation Record. All Visitation Records shall be submitted monthly to the designated CDD representative.

Schedule of Service:

The contractor will be on site weekly to complete the scope of the work. The contractor will endeavor to complete all work by Friday of each week, but weekend work is permitted, when necessary, upon prior approval. The contractor shall be on site as required year-round. A knowledgeable supervisor is required to be present during every maintenance visit. The contractor shall understand no company vehicles shall be parked in the Amenity Center Parking lot or in any other area that may block traffic or lines of sight for vehicular traffic. Contractor service vehicles must be indicated by company logo, licensed and tagged.

1. Mowing:

Rotary mowers are preferred for heights above one (1) inch and reel type mowers for any heights below one (1) inch. All blades shall be kept sharp at all times to provide high quality cut and to minimize disease. The District will require mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn as long as no visible clippings remain on the grass surface thirty-six hours after mowing. Otherwise, large clumps of clippings shall be collected and removed by the contractor. The Contractor shall restore any noticeable damage caused by Contractors mowing equipment within forty-eight hours from the time the damage at his cost and expense. The Contractor shall be responsible for training all its personnel in the technical aspects of the Wells Creek Landscape Maintenance Program and general horticultural practices.

All grass areas will be mowed on the following schedule:

- **Bahia Turf** 1 time per week from June 1 – September 30, bi-weekly from March 1- May 31 and October 1 -November 1 once a month from November 1 – February 28. Bahia turf to be mowed between 3.5”- 4.”

- **Pond Mowing** Pond banks shall be mowed incorporating the same mowing schedule as the common areas. Pond banks shall be mowed and or trimmed to water's edge. Line trimming at water's edge and trimming of drainage structures shall occur each time the pond is mowed. Careful attention must be paid to mower height so as to not scalp the top of bank and increase the chance for pond bank erosion. Line trimming at water's edge shall be at the same height as the mowers or slightly higher to keep erosion chances to a minimum. Contractor shall be careful to keep clipping from entering the water. Mowers shall blow clipping away from the water's edge.

String Trimming:

Trimming around obstacles will be performed at every mowing cycle. Care shall be taken so as not to damage fence posts, signs, up lights, light poles or any other property. The contractor shall be responsible for repairs to all surfaces in the event of damage by trimmers, mowers and weed eaters.

Edging:

All hardscapes will be edged each mowing cycle. Beds and tree rings will be edged twice monthly during the growing season, and as needed during the dormant season.

Weeding of Landscape Beds:

Plant beds, natural areas and hard scape shall be kept free of noxious weed growth by utilizing chemical and or mechanical means. Post and pre-emergent herbicides can be used to control weeds. Care shall be exercised so as not to damage plants or turf areas. Any herbicide over spray causing damage shall be repaired at Contractors' expense.

Blowing:

All hardscape areas will be blown clean following all maintenance operations. Care will be taken not to blow debris into storm drains and pool areas. Curbs and storm gutters will be kept free of dirt, silt and other foreign debris.

Debris and Trash Removal:

Policing of grounds will be performed prior to each mowing service. Trash will be bagged and removed from the property each visit. Random signage shall also be removed from common property. This includes but is not limited to realtor, yard sale and for rent signage. A monthly trash pickup shall be done in all areas abutting common property. This includes the wood line adjacent to each common parcel.

2. Trimming:

Shrubs, vines and ornamental trees shall be pruned to maintain their desired natural shape, and to maintain appropriate distances between pedestrian and vehicle areas. Trees shall be pruned when dormant, or as recommended by the University of Florida agriculture standards.

All palms shall be pruned once (1x) a year in a uniform 10-2 cut. Palms shall be trimmed at District Representative request and timed to be trimmed so fruit pods can be removed prior to development. Tarpaulins shall be used in areas where palm fruits may stain sidewalks, pavement and other decorative surfaces including pool decks. The contractor shall be responsible for the removal of all palm fruit stains.

- A. Areas overhanging sidewalks shall be clear of vegetation or obstruction to a height of 12 feet.
- B. Areas overhanging roadways shall be clear of vegetation or obstruction to a height of 14.5 feet.
- C. Areas in the Median shall be clear of vegetation or obstruction to a height of 8 feet.

Pruning shall include removal of dead wood and liming up of multi-stem tree wherever irrigation is blocked. Paths shall be kept clear of overhanging vegetation. Crape Myrtle pruning shall take place in March and shall include removal of dead wood and sucker growth.

3. Mulching:

All beds, entry and common areas shall receive Pine straw mulch once yearly. Mulch shall be utilized in all bed areas and new mulch shall be applied at a 1" depth in all existing mulch areas. Mulch shall be evenly distributed and not piled around tree trunks. Mulching shall occur in spring unless otherwise directed by CDD representative.

4. Turf, Shrub and Tree Pest Control:

All turf areas will be inspected weekly, and spot treated as needed to maintain a healthy appearance. The Contractor shall establish a grass and plant pesticide spray/granular program to provide the application of pesticides as needed to control mole crickets, chinch bugs and other grass and plant pests as well as plant and grass fungus. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator.

5. Fertilization:

Soil Analysis:

Soils testing is to be performed one (1) time a year before the March fertilization. These tests shall provide information on the level of PH and the supply of all nutrients before deciding which fertilizers to apply. This program is to ensure proper growth, color, and health of all sod and plant material.

Turf Areas:

Bahia Turf: Fertilizer in Bahia Turf areas shall be applied two (2) times a year with a half (.5) pound of nitrogen per 1,000 S.F.

No Fertilization shall be applied on Bahia pond banks for this contract.

Weed Control:

Pre-emergent and Post-emergent. Post emergent controls shall also be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall follow the current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control."

Contractors to submit an outline of the agronomic weed program along with fertilization program.

Shrubs and Trees:

Shrubs and trees shall be fertilized twice yearly with a balanced slow-release nitrogen source. Additional micronutrients and added manganese will be applied to palms and magnolias. Plants needing additional fertilizers and/or minor elements shall be treated as necessary. Applications will be made using the following schedules:

Round 1 – March

Round 2 - September

Palms shall be fertilized with palm fertilizer.

6. Irrigation Inspections:

Irrigation will be inspected once monthly. Inspection will consist of a complete system evaluation. Head adjustment, minor repairs such as unclogging nozzles, raising heads and controller programming will be performed within the scope of service and without additional cost. Any repairs needed that are not covered under this inspection process will be proposed and billed separately. The contractor must provide an on-call 24-hour emergency service person that is familiar with the system. Any repairs not performed within 48 hours may be completed by outside service personnel at the discretion of the district manager and deducted from the monthly contract amount. **A report outlining the findings of each inspection shall be sent with monthly billing.**

7. Seasonal Color:

Annuals shall be changed out in 4 cycles yearly. Color and species shall be approved by the Owner prior to installation. Additional soil amendments, fungicides and insect applications will be performed to maintain vigorous growth and color. Change out schedule is as follows:

Spring - March

Summer – June

Fall – September
Winter -December

Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the CDD representative on monthly quality inspections. Any deficiencies within the scope of service shall be corrected with 7 days of each inspection.

A written report shall be completed monthly outlining the anticipated work schedule for the following month. This report shall indicate fertilization and pest control schedules, irrigation run schedules as well as special projects needing attention.

Attendance at Meetings:

Upon request of the CDD, the Contractor shall attend regularly scheduled CDD meetings.

Licensure:

Contractor must have and maintain the appropriate licensure for business operation within Duval County and the State of Florida. This includes irrigation licensing, pest control business license and applicable business license.

Wilford 4
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Area # 1
Roadway and Trails

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

1. Mowing (edging, weed eating, weeding of beds, blowing and or vacuuming and weeding of lawns)	\$ ____ \$6,726.00 ____
2. Pruning	\$ ____ \$180.00 ____
3. Mulch Installation	\$ ____ \$325.00 ____
4. Pesticide Application	\$ ____ \$150.00 ____
5. Fertilization	\$ ____ \$280.00 ____
6. Irrigation (1 Battery)	\$ ____ \$380.00 ____

Total Price Proposal (Items 1-6)	\$ ____ \$8,041.00 ____
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Wilford 4
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Area # 2

Bahia Entry and Common Areas

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

2. Mowing (edging, weed eating, weeding of beds, blowing and or vacuuming and weeding of lawns)	\$ ____\$10,087.00 ____
2. Pruning	\$ ____\$180.00 ____
3. Mulch Installation	\$ ____\$325.00 ____
4. Pesticide Application	\$ ____\$145.00 ____
5. Fertilization	\$ ____\$165.00 ____
6. Irrigation (3 Battery)	\$ ____\$1,040.00 ____

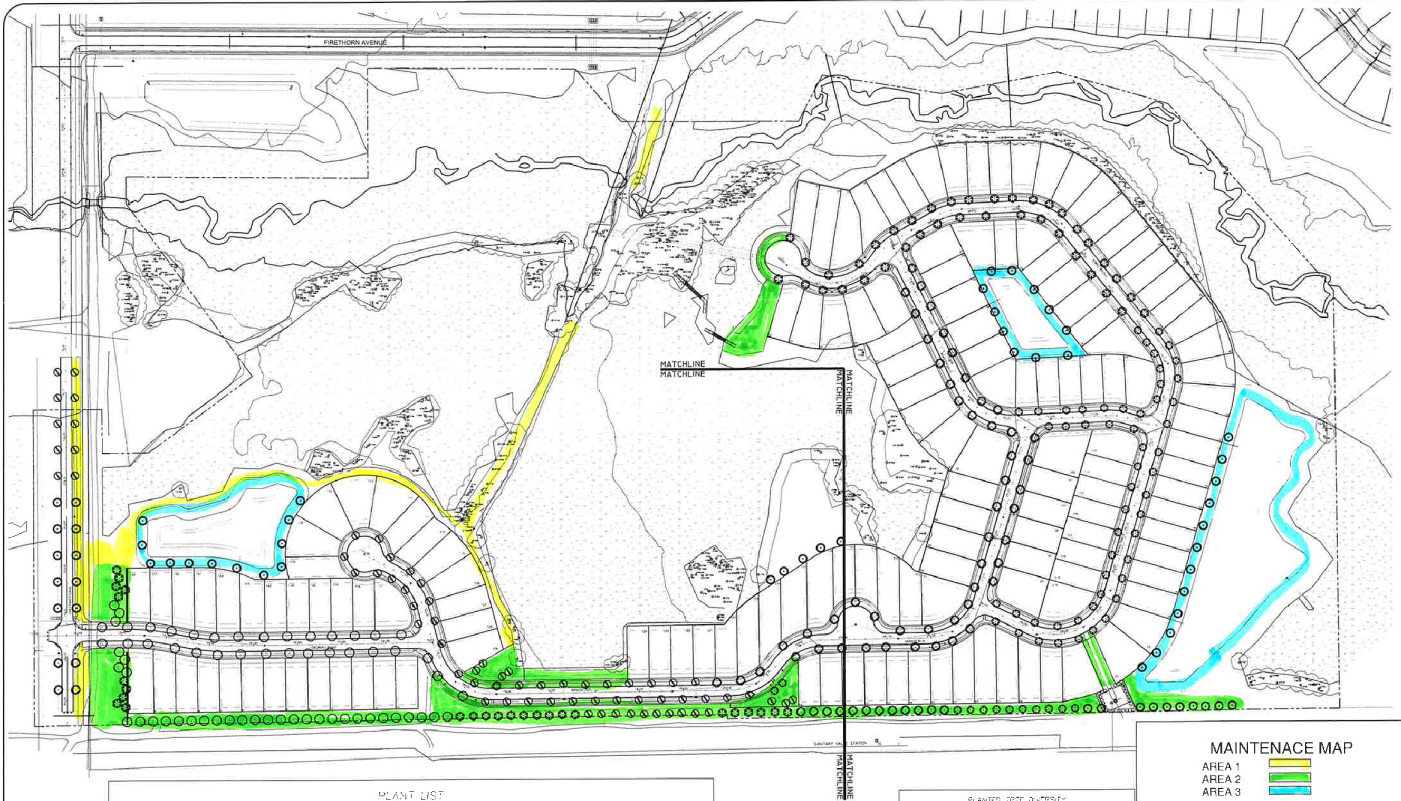
Total Price Proposal (Items 1-6)	\$ ____\$11,942.00 ____
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Wilford 4
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Area # 3:
Ponds

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

1. Mowing (edging, weed eating, weeding of beds, blowing and or vacuuming and weeding of lawns)	\$ ____ \$11,208.00 ____
2. Pruning / Palms (35)	\$ ____ \$1,485.00 ____
3. Mulch Installation	\$ ____ \$650.00 ____
4. Pesticide Application	\$ ____ \$125.00 ____
5. Fertilization	\$ ____ \$165.00 ____
6. Irrigation (1 battery)	\$ ____ \$380.00 ____
 Total Price Proposal (Items 1-6)	 \$ ____ \$14,013.00 ____



QTY	SPC	DESCRIPTION	SIZE	SPACING	NOTES
10	AD	ADEN KAWSON "RED WAX"™	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
10	AD	QUERCUS SHUMBER "SHAMROCK OAK"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
64	AD	QUERCUS IMBRICATA "CATALPA LINE OAK"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
52	AD	ILAEUS ALATA "WAXED OAK"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
67	AD	MAISONIA "TEMPORARY" "TODAY'S MAISONIA"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
10	AD	SHRUBBY "SHRUBBY" "SHRUBBY"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
10	AD	SHRUBBY "SHRUBBY" "SHRUBBY"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
10	AD	SHRUBBY "SHRUBBY" "SHRUBBY"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
10	AD	SHRUBBY "SHRUBBY" "SHRUBBY"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100
10	AD	SHRUBBY "SHRUBBY" "SHRUBBY"	10-12" x 4-5" 2" CAL. 4" OT. MATCHED	AS SHOWN	AL FPA 1A, 100

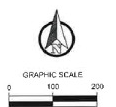
SPECIES / SIZE	DESIGNATED QUANTITY	TOTAL QUANTITY	%
ADEN KAWSON "RED WAX"™	10	10	100.0
QUERCUS SHUMBER "SHAMROCK OAK"	10	10	100.0
QUERCUS IMBRICATA "CATALPA LINE OAK"	64	64	100.0
ILAEUS ALATA "WAXED OAK"	52	52	100.0
MAISONIA "TEMPORARY" "TODAY'S MAISONIA"	67	67	100.0
SHRUBBY "SHRUBBY" "SHRUBBY"	10	10	100.0
SHRUBBY "SHRUBBY" "SHRUBBY"	10	10	100.0
SHRUBBY "SHRUBBY" "SHRUBBY"	10	10	100.0
SHRUBBY "SHRUBBY" "SHRUBBY"	10	10	100.0
SHRUBBY "SHRUBBY" "SHRUBBY"	10	10	100.0

MAINTENANCE MAP

AREA 1 (Yellow)

AREA 2 (Green)

AREA 3 (Blue)



NOTES: SHIFT TREES MIN 10' FROM FIRE HYDRANT.
TREES SHALL BE CENTERED FROM UNDERDRAIN TO CATV.

*PLANT LIST LEGEND: 1. MAISONIA "TEMPORARY" "TODAY'S MAISONIA" 2. SHRUBBY "SHRUBBY" "SHRUBBY" 3. SHRUBBY "SHRUBBY" "SHRUBBY" 4. SHRUBBY "SHRUBBY" "SHRUBBY" 5. SHRUBBY "SHRUBBY" "SHRUBBY" 6. SHRUBBY "SHRUBBY" "SHRUBBY" 7. SHRUBBY "SHRUBBY" "SHRUBBY" 8. SHRUBBY "SHRUBBY" "SHRUBBY" 9. SHRUBBY "SHRUBBY" "SHRUBBY" 10. SHRUBBY "SHRUBBY" "SHRUBBY"

JANET O. WHITMILL, R.L.A., INC.
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Fort Lauderdale, FL 33304
Phone: (954) 561-1111
Fax: (954) 561-1112
Email: janet@jowhitemill.com
www.jowhitemill.com

**WILFORD PRESERVE
PHASE IV
CLAY COUNTY, FLORIDA**

**MASTER LANDSCAPE PLAN
07.24.20**

JOB NO. 14420
DRAWN: DHM
CHECKED: JOW
SCALE: 1:100
L-1
DRAWING NO.

CLIENT NAME:	Wilford Preserve CDD-Phase 4
PROPERTY CONTACT:	Jay Soriano
PROPERTY CONTACT EMAIL:	louis.cowling@dreamfindershomes.com
CONTRACT EFFECTIVE DATE:	6/1/26
CONTRACT EXPIRATION DATE:	5/31/27
INITIAL TERM:	One Year
PROPERTY NAME:	Wilford Preserve Phase 4 (Willford Preserve CDD)
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	bdougherty@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	904.238.2352
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$33,996.00** annually, in equal monthly installments billed in the amount of **\$2,833.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by:



Printed Name: Christopher Adornetti, Officer
Date:

Printed Name:
Date:



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes.

All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Increased Costs/Additional Services: Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Prevailing Provisions: In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.

Cheswick South

Scope of Services

General Landscape Maintenance:

General Requirements:

The Contractor shall provide labor, equipment, and materials to maintain the landscape and irrigation for the lands owned by the Cheswick South HOA for areas on the attached map.

Reporting:

The Contractor will notify the HOA representative whenever the crew has performed a service. This notification will be accomplished by the completion of a Customer Visitation Record. All Visitation Records shall be submitted monthly to the designated HOA representative.

Schedule of Service:

The contractor will be on site weekly to complete the scope of the work. The contractor will endeavor to complete all work by Friday of each week, but weekend work is permitted, when necessary, upon prior approval. The contractor shall be on site as required year-round. A knowledgeable supervisor is required to be present during every maintenance visit. The contractor shall understand no company vehicles shall be parked in the Amenity Center Parking lot or in any other area that may block traffic or lines of sight for vehicular traffic. Contractor service vehicles must be indicated by company logo, licensed and tagged.

1. Mowing:

Rotary mowers are preferred for heights above one (1) inch and reel type mowers for any heights below one (1) inch. All blades shall be kept sharp at all times to provide high quality cut and to minimize disease. The District will require mowers to be equipped with a mulching type of deck. Clippings may be left on the lawn as long as no visible clippings remain on the grass surface thirty-six hours after mowing. Otherwise, large clumps of clippings shall be collected and removed by the contractor. The Contractor shall restore any noticeable damage caused by Contractors mowing equipment within forty-eight hours from the time the damage at his cost and expense. The Contractor shall be responsible for training all its personnel in the technical aspects of the Wells Creek Landscape Maintenance Program and general horticultural practices.

All grass areas will be mowed on the following schedule:

- **St. Augustine** 1 time per week during the growing season and twice a month during the dormant season. The growing season shall be defined to include the months of March 1 through October 31. The dormant season shall include the months of November 1 through February 28. St. Augustine turf to be mowed between 3.5" - 4.5".

- **Bahia Turf** 1 time per week from June 1 – September 30, bi-weekly from March 1- May 31 and October 1 -November 1 once a month from November 1 – February 28. Bahia turf to be mowed between 3.5”- 4.”
- **Pond Mowing** Pond banks shall be mowed incorporating the same mowing schedule as the common areas. Pond banks shall be mowed and or trimmed to water’s edge. Line trimming at water’s edge and trimming of drainage structures shall occur each time the pond is mowed. Careful attention must be paid to mower height so as to not scalp the top of bank and increase the chance for pond bank erosion. Line trimming at water’s edge shall be at the same height as the mowers or slightly higher to keep erosion chances to a minimum. Contractor shall be careful to keep clipping from entering the water. Mowers shall blow clipping away from the water’s edge.

String Trimming:

Trimming around obstacles will be performed at every mowing cycle. Care shall be taken so as not to damage fence posts, signs, up lights, light poles or any other property. The contractor shall be responsible for repairs to all surfaces in the event of damage by trimmers, mowers and weed eaters.

Edging:

All hardscapes will be edged each mowing cycle. Beds and tree rings will be edged twice monthly during the growing season, and as needed during the dormant season.

Weeding of Landscape Beds:

Plant beds, natural areas and hard scape shall be kept free of noxious weed growth by utilizing chemical and or mechanical means. Post and pre-emergent herbicides can be used to control weeds. Care shall be exercised so as not to damage plants or turf areas. Any herbicide over spray causing damage shall be repaired at Contractors’ expense.

Blowing:

All hardscape areas will be blown clean following all maintenance operations. Care will be taken not to blow debris into storm drains and pool areas. Curbs and storm gutters will be kept free of dirt, silt and other foreign debris.

Debris and Trash Removal:

Policing of grounds will be performed prior to each mowing service. Trash will be bagged and removed from the property each visit. Random signage shall also be removed from common property. This includes but is not limited to realtor, yard sale and for rent signage.

A monthly trash pickup shall be done in all areas abutting common property. This includes the wood line adjacent to each common parcel.

2. Trimming:

Shrubs, vines and ornamental trees shall be pruned to maintain their desired natural shape, and to maintain appropriate distances between pedestrian and vehicle areas. Trees shall be pruned when dormant, or as recommended by the University of Florida agriculture standards.

All palms shall be pruned once (1x) a year in a uniform 10-2 cut. Palms shall be trimmed at District Representative request and timed to be trimmed so fruit pods can be removed prior to development. Tarpaulins shall be used in areas where palm fruits may stain sidewalks, pavement and other decorative surfaces including pool decks. The contractor shall be responsible for the removal of all palm fruit stains.

- A. Areas overhanging sidewalks shall be clear of vegetation or obstruction to a height of 12 feet.
- B. Areas overhanging roadways shall be clear of vegetation or obstruction to a height of 14.5 feet.
- C. Areas in the Median shall be clear of vegetation or obstruction to a height of 8 feet.

Pruning shall include removal of dead wood and liming up of multi-stem tree wherever irrigation is blocked. Paths shall be kept clear of overhanging vegetation. Crape Myrtle pruning shall take place in March and shall include removal of dead wood and sucker growth.

3. Mulching:

All beds, entry and common areas shall receive Pine Bark mulch once yearly. Mulch shall be utilized in all bed areas and new mulch shall be applied at a 1" depth in all existing mulch areas. Mulch shall be evenly distributed and not piled around tree trunks. Mulching shall occur in spring unless otherwise directed by CDD representative.

4. Turf, Shrub and Tree Pest Control:

All turf areas will be inspected weekly, and spot treated as needed to maintain a healthy appearance. The Contractor shall establish a grass and plant pesticide spray/granular program to provide the application of pesticides as needed to control mole crickets, chinch bugs and other grass and plant pests as well as plant and grass fungus. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator.

5. Fertilization:

Soil Analysis:

Soils testing is to be performed one (1) time a year before the March fertilization. These tests shall provide information on the level of PH and the supply of all nutrients before deciding which fertilizers to apply. This program is to ensure proper growth, color, and health of all sod and plant material.

Turf Areas:

St. Augustine Contractors to submit an outline of the agronomic program for St. Augustine Turf. This shall be included in the proposal package.

St. Augustine lawn areas shall be fertilized a minimum of five (5) time a year with granular slow-release fertilizers using the contractor's agronomic program. Turf shall be maintained at a lush healthy state unless otherwise dormant. The program shall provide a lawn, which is evenly green and thick, and one that does not promote surge growth or burning. The contractor is responsible for the replacement of grass if damaged due to lack of maintenance.

One pound of total Nitrogen shall be applied per 1,000 S.F. per application. Nitrogen shall be in a slow-release form.

Bahia Turf: Fertilizer in Bahia Turf areas shall be applied two (2) times a year with a half (.5) pound of nitrogen per 1,000 S.F.

No Fertilization shall be applied on Bahia pond banks for this contract.

Weed Control:

Pre-emergent and Post-emergent. A minimum of two (2) pre-emergent applications in fall and spring shall be performed on all irrigated St. Augustine turf areas. Post emergent controls shall also be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All spraying must be performed by or under the direct supervision of a licensed applicator.

The pest control program shall follow the current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control."

Contractors to submit an outline of the agronomic weed program along with fertilization program.

Shrubs and Trees:

Shrubs and trees shall be fertilized twice yearly with a balanced slow-release nitrogen source. Additional micronutrients and added manganese will be applied to palms and magnolias. Plants needing additional fertilizers and/or minor elements shall be treated as necessary. Applications will be made using the following schedules:

Round 1 – March

Round 2 - September

Palms shall be fertilized with palm fertilizer.

6. Irrigation Inspections:

Irrigation will be inspected once monthly. Inspection will consist of a complete system evaluation. Head adjustment, minor repairs such as unclogging nozzles, raising heads and

controller programming will be performed within the scope of service and without additional cost. Any repairs needed that are not covered under this inspection process will be proposed and billed separately. The contractor must provide an on-call 24-hour emergency service person that is familiar with the system. Any repairs not performed within 48 hours may be completed by outside service personnel at the discretion of the district manager and deducted from the monthly contract amount. **A report outlining the findings of each inspection shall be sent with monthly billing.**

7. Seasonal Color:

Annuals shall be changed out in 4 cycles yearly. Color and species shall be approved by the Owner prior to installation. Additional soil amendments, fungicides and insect applications will be performed to maintain vigorous growth and color. Change out schedule is as follows:

Spring - March
Summer – June
Fall – September
Winter -December

Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the HOA representative on monthly quality inspections. Any deficiencies within the scope of service shall be corrected with 7 days of each inspection.

A written report shall be completed monthly outlining the anticipated work schedule for the following month. This report shall indicate fertilization and pest control schedules, irrigation run schedules as well as special projects needing attention.

Attendance at Meetings:

Upon request of the HOA, the Contractor shall attend regularly scheduled HOA meetings.

Licensure:

Contractor must have and maintain the appropriate licensure for business operation within Duval County and the State of Florida. This includes irrigation licensing, pest control business license and applicable business license.

Cheswick South
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Area # 1 A

Bahia Entry and Common Areas

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

1. Mowing (edging, weed eating, weeding of beds, blowing and or vacuuming and weeding of lawns)	\$__7,897.00__
2. Pruning	\$__120.00__
3. Mulch Installation	\$__325.00__
4. Pesticide Application	\$__424.00__
5. Fertilization	\$__636.00__
6. Irrigation (3 Battery)	\$__390.00__

Total Price Proposal (Items 1-6)	\$__9,792.00__
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Cheswick South
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Area # 1 B
Bahia Entry and Common Areas

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

2. Mowing (edging, weed eating, weeding of beds, blowing and or vacuuming and weeding of lawns)	\$__6,889.00__
2. Pruning	\$__120.00__
3. Mulch Installation-5 cubic yards	\$__325.00__
4. Pesticide Application	\$__424.00__
5. Fertilization	\$__636.00__
6. Irrigation (3 Battery)	\$__390.00__
 Total Price Proposal (Items 1-6)	 \$__8,794.00__

Cheswick South
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Area # 2:
Amenity

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

1. Mowing (edging, weed eating, weeding of beds, blowing and or vacuuming and weeding of lawns)	\$__15,738.00__
2. Pruning / Palms (35)	\$__1,225.00__
3. Mulch Installation-65 cubic Yards	\$__3,770.00__
4. Pesticide Application	\$__2,230.00__
5. Fertilization	\$__5,300.00__
6. Irrigation (1-C -22 Zones)	\$__2,340.00__
7. Annuals (429)-4 Times Per Year	\$__3,397.00__
 Total Price Proposal (Items 1-7)	 \$__34,000.00__

Cheswick South
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Area # 3A
Bahia Ponds and Common Area

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

- | | |
|---|-----------------|
| 1. Mowing
(edging, weed eating, weeding of beds, blowing
and or vacuuming and weeding of lawns) | \$__15,670.00__ |
| 2. Pruning | \$__120.00__ |
| 3. Mulch Installation | \$__580.00__ |
| 4. Pesticide Application | \$__181.00__ |
| 5. Fertilization | \$__279.00__ |
| 6. Irrigation (Battery 4 Bubbler Z) | \$__390.00__ |

Total Price Proposal (Items 1-6)	\$__17,220.00__
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Cheswick South
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY

Area # 3B
Bahia Ponds and Common Area

Item No. and Description (Refer to Detailed Specifications and Maintenance Map for Descriptions)

2. Mowing (edging, weed eating, weeding of beds, blowing and or vacuuming and weeding of lawns)	\$____14,478.00____
2. Pruning	\$____120.00____
3. Mulch Installation-14 cubic yards	\$____812.00____
4. Pesticide Application	\$____181.00____
5. Fertilization	\$____279.00____
6. Irrigation (Battery 4 Bubbler Z)	\$____390.00____
 Total Price Proposal (Items 1-6)	 \$____16,260.00____

CLIENT NAME:	Wilford Preserve CDD
PROPERTY CONTACT:	Jay Soriano
PROPERTY CONTACT EMAIL:	louis.cowling@dreamfindershomes.com
CONTRACT EFFECTIVE DATE:	5/1/26
CONTRACT EXPIRATION DATE:	4/30/27
INITIAL TERM:	One Year
PROPERTY NAME:	Cheswick South (Willford Preserve CDD)
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	bdougherty@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	904.238.2352
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

AGREEMENT

COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$86,066.00** annually, in equal monthly installments billed in the amount of **\$7,172.16** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. Charges for plant materials and ground coverings are subject to change based on market price fluctuations.

The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Accepted by:



Printed Name: Christopher Adornetti, Officer
Date:

Printed Name:
Date:



TERMS & CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. Notwithstanding the foregoing or anything to the contrary herein, Yellowstone also reserves the right to charge Client additional charges for additional services provided by Yellowstone to Client, whether requested or incurred by Client, which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, electronic or online acceptance or payment of the invoice reflecting such changes, and written notice to Client of any such changes. Client's failure to object to such changes via written notice within 30 days shall be deemed to be Client's affirmative consent to such changes.

All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services. In no event shall Yellowstone guarantee or provide Warranty for any work or services provided by a third party.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% or the annual CPI percentage increase, whichever is greater, at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Increased Costs/Additional Services: Yellowstone reserves the right, and Client acknowledges that it should expect Yellowstone to increase or add charges payable by Client hereunder during the Initial Term or any Renewal Term: (i) for any changes or modifications to, or differences between, the actual Services provided by Yellowstone to Client and those specified on the Compensation Schedule; (ii) for any increase in fuel cost, raw material cost, fertilizer or chemical cost, regulatory cost recovery charge, environmental charge, and/or any other charges included or referenced in the Compensation Schedule (which charges are calculated and/or determined on an enterprise-wide basis, including Yellowstone and all affiliates); and (iii) to cover increased costs due to: uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state, federal or foreign laws or regulations (or the enforcement, interpretation or application thereof), including the imposition of or increase in taxes, fees or surcharges, pandemics or other widespread illness, or acts of God such as floods, fires, hurricanes and natural disasters. Increases to charges specified in this section may be applied singularly or cumulatively and may include an amount for Yellowstone's operating or profit margin. Client acknowledges and agrees that any increased charges under this section are not represented to be solely an offset or pass through of Yellowstone's costs.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Prevailing Provisions: In the event of any inconsistency between any terms set out herein and any exhibit, annex, schedule, proposal, or other document attached hereto, the Terms and Conditions of this Agreement shall prevail.



YELLOWSTONE
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IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

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SEVENTH ORDER OF BUSINESS

Wilford Preserve

Community Development District

Approved Budget
FY 2027

Presented by:



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Wilford Preserve
Community Development District
Approved Budget
General Fund

Description	Adopted Budget FY 2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments - Tax Roll	\$ 673,895	\$ 675,151	\$ -	\$ 675,151	\$ 937,541
Special Assessments - Direct Bill	110,204	38,688	71,516	110,204	-
Developer Funded Cheswick South	153,376	-	153,376	153,376	-
Interest Income	6,000	13,000	1,000	14,000	5,000
Miscellaneous Income	1,000	539	100	639	1,000
TOTAL REVENUES	\$ 944,475	\$ 727,377	\$ 225,993	\$ 953,370	\$ 943,541

EXPENDITURES:

Administrative

Supervisor Fees	\$ 4,800	\$ 3,200	\$ 1,600	\$ 4,800	\$ 9,600
FICA Taxes	367	245	122	367	734
Engineering	6,000	15,235	7,500	22,735	15,000
Attorney	15,000	9,628	5,372	15,000	15,000
Annual Audit	5,200	5,100	-	5,100	5,200
Assessment Roll Administration	5,899	5,899	-	5,899	6,253
Arbitrage Rebate	600	600	-	600	1,050
Dissemination Agent	8,258	6,194	2,065	8,258	8,800
Trustee Fees	7,000	4,036	-	4,036	13,000
Management Fees	57,974	43,481	14,493	57,974	61,452
Information Technology	1,113	835	278	1,113	1,180
Website Maintenance	1,336	1,002	334	1,336	1,416
Telephone	300	212	88	300	300
Postage	500	1,038	250	1,288	800
Insurance General Liability	8,208	7,734	-	7,734	8,507
Printing	1,200	1,132	68	1,200	1,200
Legal Advertising	3,000	4,428	1,500	5,928	3,000
Other Current Charges	600	495	105	600	600
Office Supplies	100	9	91	100	100
Dues, Licenses & Subscriptions	175	175	-	175	175
TOTAL ADMINISTRATIVE	\$ 127,630	\$ 110,677	\$ 33,867	\$ 144,544	\$ 153,367

Operations & Maintenance

Amenity Center

Insurance	\$ 11,850	\$ 9,916	\$ -	\$ 9,916	\$ 15,000
General Facility Maintenance	35,000	10,356	24,644	35,000	35,000
Amenity Manager	71,285	53,464	17,821	71,285	75,562
Janitorial Services	15,900	11,925	3,975	15,900	16,854
Pool Maintenance	31,800	23,850	7,950	31,800	34,980
Pool Chemicals	20,000	4,165	15,835	20,000	20,000
Pool Monitors	25,000	3,604	21,396	25,000	25,000
Security Monitoring	1,235	-	1,235	1,235	1,235
Security	93,325	34,993	11,934	46,927	93,325
Permit Fees	900	325	575	900	900
Telephone/Cable/Internet	1,000	-	1,000	1,000	1,000
Electric	25,200	4,490	20,710	25,200	25,200
Water/Sewer/Irrigation	55,000	17,660	7,340	25,000	55,000
Repairs & Replacements	25,000	11,534	8,466	20,000	25,000
Refuse Service	5,040	3,675	1,350	5,025	5,040
Special Events	6,000	4,073	2,000	6,073	6,000
Recreational Passes	2,500	520	1,980	2,500	2,500
Office Supplies/Mailings/Printing	600	-	600	600	600
TOTAL AMENITY CENTER	\$ 426,635	\$ 194,549	\$ 148,812	\$ 343,361	\$ 438,196

Wilford Preserve
Community Development District
Approved Budget
General Fund

Description	Adopted Budget FY 2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Budget FY 2027
<u>Ground Maintenance</u>					
Operations Management	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Landscape Maintenance	260,000	77,760	25,920	103,680	229,108
Landscape Contingency	6,000	1,440	4,560	6,000	6,000
Irrigation Maintenance	5,000	605	5,000	5,605	5,000
Lake Maintenance	26,000	9,280	4,350	13,630	20,880
TOTAL GROUND MAINTENANCE	\$ 297,000	\$ 89,085	\$ 39,830	\$ 128,915	\$ 275,988
<u>Reserves</u>					
Capital Reserve Fund	\$ 93,210	\$ -	\$ 93,210	\$ 93,210	\$ 75,990
TOTAL RESERVES	\$ 93,210	\$ -	\$ 93,210	\$ 93,210	\$ 75,990
TOTAL EXPENDITURES	\$ 944,475	\$ 394,311	\$ 315,718	\$ 710,029	\$ 943,541
<u>Other Sources/(Uses)</u>					
Interlocal Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ 333,066	\$ (89,726)	\$ 243,341	\$ -

Wilford Preserve
Community Development District
Budget Narrative
Fiscal Year 2027

REVENUES

Special Assessments

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund a portion of the General Operating Expenditures for the fiscal year. These are collected on the Clay County Tax Roll for platted lands. Unplatted lands are direct billed to the landowner.

Interest Income

The District will have funds invested in a money market fund with U.S. Bank that earns interest based upon the estimated balance invested throughout the year. Also included are insurance reimbursement costs.

Miscellaneous Income

Miscellaneous Income from proceeds from access cards from residents and guests of the community and any other income is deposited into the District.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting they attend.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, Kutak Rock LLP, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The District has contracted with Grau & Associates to conduct this annual audit, with the budgeted amount representing the estimated cost.

Assessment Roll Administration

GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Arbitrage Rebate

The District is required to annually have an arbitrage rebate calculation on the District's Series 2019A and 2026.

Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Vendor	Description	Monthly	Annual
GMS	Dissemination Agent	\$ 717	\$ 8,600
Disclosure Services	Revised Amortization Schedules		200
Total		\$	8,800

Trustee Fees

The District will issue bonds to be held with a Trustee at a qualified Bank. The amount of the trustee fees is based on the agreement between US Bank and the District for the Special Assessment Bond Series 2019A and 2026.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

New internet and Wi-Fi service for the Office.

Postage

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Wilford Preserve
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures - Administrative (continued)

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Printing

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that are incurred during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

Expenditures - Amenity Center

Insurance (Property)

The District's property Insurance policy is with Florida Insurance Alliance (FIA), which specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity Center.

General Facility Maintenance

The District has contracted with Governmental Management Services, LLC to provide maintenance and repairs necessary for upkeep of the Amenity Center and common grounds area.

Amenity Manager

The District has contracted with Governmental Management Services, LLC to provide Amenity Management services, to include contract administration, field related inspections, etc.

Janitorial Services

The District is under contract with Governmental Management Services, LLC to provide janitorial cleaning for the Amenity Center.

Pool Maintenance

The District is under contract with Governmental Management Services, LLC for the maintenance of the Amenity Center Swimming Pool.

Pool Chemicals

The District will contract with a local company to provide chemicals necessary for the maintenance of the Amenity Center swimming pool.

Pool Monitors

The District will contract with a management company to provide personnel to monitor usage of the pool during peak swim season.

Security Monitoring

Maintenance costs of the security alarms/cameras provided by Hi-Tech Systems.

Security

The District will contract with a security company for on-site patrols.

Permit Fees

Represents Permit Fees paid to the Department of Health for the swimming pool.

Telephone/Cable/Internet

The Amenity Center will contract with a vendor to provide phone, cable and internet for the Amenity Center.

Expenditures - Amenity Center

Electric

The cost of electricity provided by Clay Electric Cooperative. The District has the following meter:

Location	Meter		Monthly		Annual
2740 Firethorn Ave	9171539	\$	600	\$	7,200
Contingency for new accounts					18,000
Total		\$	600	\$	25,200

Wilford Preserve
Community Development District
Budget Narrative
Fiscal Year 2027

Expenditures – Amenity Center (continued)

Water/Sewer/Irrigation

Cost of reclaimed irrigation service from Clay County Utility Authority used by the District. The District has the following meters:

Location	Meter		Monthly	Annual
2736 Copperwood Avenue	A00040095	\$	100	\$ 1,200
632 Silverberry Avenue	A00040096		300	3,600
2738 Firethorn Avenue	A00043494		750	9,000
634 Ivory Palm Road	A00043493		80	960
2965 White Heron Trail	A00043492		150	1,800
451 Cheswick Oak Ave	A00043491		120	1,440
708 Sycamore Way	A00043489		80	960
832 Sycamore Way	A00043488		160	1,920
2530 Firethorn Avenue	A00043487		175	2,100
3048 Firethorn Avenue	A00043486		150	1,800
3140 Firethorn Avenue	A00043485		50	600
2744 Firethorn Avenue	A00044340		475	5,700
3169 Flower Branch Avenue	A00047819		150	1,800
678 Sycamore Way	A00048921		100	1,200
New accounts for Cheswick South				20,920
Total		\$	2,840	\$ 55,000

Repairs & Replacements

Regular maintenance and replacement costs incurred by the Amenity Center of the District.

Refuse Service

The District has contracted with Republic Services company for garbage disposal service.

Location	Account#		Monthly	Annual
2740 Firethorn Ave	xx-9614	\$	300	\$ 3,600
Cheswick South				1,440
Total		\$	300	\$ 5,040

Special Events

Represents estimated cost for the District to host any special events for the community throughout the Fiscal Year. Costs are partially offset by rental and miscellaneous income.

Recreational Passes

Represents the estimated cost for issuing access cards to the District's residents for Amenity Center privileges. Residents must purchase replacement cards and receipts are posted to miscellaneous income.

Office Supplies / Mailings / Printing

Consists of mailings to residents, access control expenses, etc.

Expenditures – Ground Maintenance

Operations Management

The District has contracted with Governmental Management Services, LLC to provide onsite field management of contracts for District Services such as landscape and lake maintenance. Services to include weekly site inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Vendor	Monthly	Annual
GMS, LLC	\$ 1,250	\$ 15,000

Landscape Maintenance

The District has contracted with Yellowstone Landscape to maintain the common areas of the District, landscape light repairs, tree removals, tree trimmings, additional mulching and new projects and replacements.

Vendor	Monthly	Annual
Yellowstone	\$ 9,165	\$ 109,980
New Area for Cheswick South		86,066
Wilford 4		33,062
Total	\$	229,108

Landscape Contingency

For additional landscape services and possible storm cleanup.

Irrigation Maintenance

Cost of miscellaneous repairs and maintenance to irrigation system.

Lake Maintenance

The District has contracted with The Lake Doctors to maintain the water quality in all the lakes on District property.

Vendor	Monthly	Annual
The Lake Doctors	\$ 870	\$ 10,440
New Area for Phase IV and Cheswick	-	10,440
Total	\$	20,880

Capital Reserve Fund

The District will establish a reserve to fund the renewal and replacement of District's capital related facilities.

Wilford Preserve
Community Development District
Approved Budget
Debt Service Series 2019A Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Budget FY 2027
REVENUES:					
Special Assessments - Tax Roll	\$ 521,627	\$ 520,775	\$ -	\$ 520,775	\$ 521,613
Interest Earnings	10,000	16,749	1,500	18,249	10,000
Carry Forward Surplus ⁽¹⁾	255,984	251,936	-	251,936	265,509
TOTAL REVENUES	\$ 787,611	\$ 789,459	\$ 1,500	\$ 790,959	\$ 797,122
EXPENDITURES:					
Interest - 11/1	\$ 182,725	\$ 182,725	\$ -	\$ 182,725	\$ 179,045
Interest - 5/1	182,725	182,725	-	182,725	179,045
Principal - 5/1	160,000	160,000	-	160,000	165,000
TOTAL EXPENDITURES	\$ 525,450	\$ 525,450	\$ -	\$ 525,450	\$ 523,090
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 525,450	\$ 525,450	\$ -	\$ 525,450	\$ 523,090
EXCESS REVENUES (EXPENDITURES)	\$ 262,161	\$ 264,009	\$ 1,500	\$ 265,509	\$ 274,032
⁽¹⁾ Carry Forward is Net of Reserve Requirement				Interest Due 11/1/27	<u>\$ 174,920</u>

Wilford Preserve
Community Development District
AMORTIZATION SCHEDULE (Combined)
Debt Service Series 2019A Special Assessment Bonds

Period	Outstanding Balance	Principal	Interest	Annual Debt Service
11/01/26	\$ 7,000,000		\$ 179,045	
05/01/27	7,000,000	\$ 165,000	179,045	\$ 523,090
11/01/27	6,835,000		174,920	
05/01/28	6,835,000	175,000	174,920	524,840
11/01/28	6,660,000		170,545	
05/01/29	6,660,000	185,000	170,545	526,090
11/01/29	6,475,000		165,920	
05/01/30	6,475,000	190,000	165,920	521,840
11/01/30	6,285,000		161,170	
05/01/31	6,285,000	200,000	161,170	522,340
11/01/31	6,085,000		156,170	
05/01/32	6,085,000	215,000	156,170	527,340
11/01/32	5,870,000		150,795	
05/01/33	5,870,000	225,000	150,795	526,590
11/01/33	5,645,000		145,170	
05/01/34	5,645,000	235,000	145,170	525,340
11/01/34	5,410,000		139,295	
05/01/35	5,410,000	245,000	139,295	523,590
11/01/35	5,165,000		133,170	
05/01/36	5,165,000	260,000	133,170	526,340
11/01/36	4,905,000		126,670	
05/01/37	4,905,000	275,000	126,670	528,340
11/01/37	4,630,000		119,795	
05/01/38	4,630,000	285,000	119,795	524,590
11/01/38	4,345,000		112,670	
05/01/39	4,345,000	300,000	112,670	525,340
11/01/39	4,045,000		105,170	
05/01/40	4,045,000	315,000	105,170	525,340
11/01/40	3,730,000		96,980	
05/01/41	3,730,000	335,000	96,980	528,960
11/01/41	3,395,000		88,270	
05/01/42	3,395,000	350,000	88,270	526,540
11/01/42	3,045,000		79,170	
05/01/43	3,045,000	370,000	79,170	528,340
11/01/43	2,675,000		69,550	
05/01/44	2,675,000	390,000	69,550	529,100
11/01/44	2,285,000		59,410	
05/01/45	2,285,000	410,000	59,410	528,820
11/01/45	1,875,000		48,750	
05/01/46	1,875,000	435,000	48,750	532,500
11/01/46	1,440,000		37,440	
05/01/47	1,440,000	455,000	37,440	529,880
11/01/47	985,000		25,610	
05/01/48	985,000	480,000	25,610	531,220
11/01/48	505,000		13,130	
05/01/49	505,000	505,000	13,130	531,260
Total	\$ 7,000,000	\$ 5,117,630	\$ 12,117,630	

Wilford Preserve
Community Development District
Proposed Budget
Debt Service Series 2026 Special Assessment Bonds

Description	Adopted Budget FY 2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Proposed Budget FY 2027
REVENUES:					
Special Assessment	\$ -	\$ -	\$ -	\$ -	\$ 448,130
Bond Proceeds	-	-	353,740	353,740	-
Interest Income	-	-	500	500	1,000
Carry Forward Surplus ⁽¹⁾	-	-	-	-	354,240
TOTAL REVENUES	\$ -	\$ -	\$ 354,240	\$ 354,240	\$ 803,370
EXPENDITURES:					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 129,675
Interest - 5/1	-	-	-	-	175,500
Principal - 5/1	-	-	-	-	95,000
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ 400,175
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ 400,175
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ -	\$ 354,240	\$ 354,240	\$ 403,195
⁽¹⁾ Carry Forward is Net of Reserve Requirement					Interest Due 11/1/27
					<u>\$ 173,553</u>

Wilford Preserve
Community Development District
AMORTIZATION SCHEDULE
Special Assessment Bonds, Series 2026
Wilford Phase IV and Cheswick South Assessment Areas

Period Ending	Outstanding Balance	Coupon	Principal	Interest	Annual Debt Service
11/01/26	\$ 6,490,000			\$ 129,675	
05/01/27	6,490,000	4.10%	\$ 95,000	175,500	400,175
11/01/27	6,395,000			173,553	
05/01/28	6,395,000	4.10%	100,000	173,553	447,105
11/01/28	6,295,000			171,503	
05/01/29	6,295,000	4.10%	105,000	171,503	448,005
11/01/29	6,190,000			169,350	
05/01/30	6,190,000	4.10%	110,000	169,350	448,700
11/01/30	6,080,000			167,095	
05/01/31	6,080,000	4.10%	115,000	167,095	449,190
11/01/31	5,965,000			164,738	
05/01/32	5,965,000	4.45%	120,000	164,738	449,475
11/01/32	5,845,000			162,068	
05/01/33	5,845,000	4.45%	125,000	162,068	449,135
11/01/33	5,720,000			159,286	
05/01/34	5,720,000	4.45%	130,000	159,286	448,573
11/01/34	5,590,000			156,394	
05/01/35	5,590,000	4.45%	135,000	156,394	447,788
11/01/35	5,455,000			153,390	
05/01/36	5,455,000	4.45%	140,000	153,390	446,780
11/01/36	5,315,000			150,275	
05/01/37	5,315,000	5.40%	150,000	150,275	450,550
11/01/37	5,165,000			146,225	
05/01/38	5,165,000	5.40%	160,000	146,225	452,450
11/01/38	5,005,000			141,905	
05/01/39	5,005,000	5.40%	165,000	141,905	448,810
11/01/39	4,840,000			137,450	
05/01/40	4,840,000	5.40%	175,000	137,450	449,900
11/01/40	4,665,000			132,725	
05/01/41	4,665,000	5.40%	185,000	132,725	450,450
11/01/41	4,480,000			127,730	
05/01/42	4,480,000	5.40%	195,000	127,730	450,460
11/01/42	4,285,000			122,465	
05/01/43	4,285,000	5.40%	205,000	122,465	449,930
11/01/43	4,080,000			116,930	
05/01/44	4,080,000	5.40%	220,000	116,930	453,860
11/01/44	3,860,000			110,990	
05/01/45	3,860,000	5.40%	230,000	110,990	451,980
11/01/45	3,630,000			104,780	
05/01/46	3,630,000	5.40%	245,000	104,780	454,560
11/01/46	3,385,000			98,165	
05/01/47	3,385,000	5.80%	255,000	98,165	451,330
11/01/47	3,130,000			90,770	
05/01/48	3,130,000	5.80%	270,000	90,770	451,540
11/01/48	2,860,000			82,940	
05/01/49	2,860,000	5.80%	290,000	82,940	455,880
11/01/49	2,570,000			74,530	
05/01/50	2,570,000	5.80%	305,000	74,530	454,060
11/01/50	2,265,000			65,685	
05/01/51	2,265,000	5.80%	325,000	65,685	456,370
11/01/51	1,940,000			56,260	

Wilford Preserve
Community Development District
AMORTIZATION SCHEDULE
Special Assessment Bonds, Series 2026
Wilford Phase IV and Cheswick South Assessment Areas

Period Ending	Outstanding Balance	Coupon	Principal	Interest	Annual Debt Service
05/01/52	1,940,000	5.80%	345,000	56,260	457,520
11/01/52	1,595,000			46,255	
05/01/53	1,595,000	5.80%	365,000	46,255	457,510
11/01/53	1,230,000			35,670	
05/01/54	1,230,000	5.80%	385,000	35,670	456,340
11/01/54	845,000			24,505	
05/01/55	845,000	5.80%	410,000	24,505	459,010
11/01/55	435,000			12,615	
05/01/56	435,000	5.80%	435,000	12,615	460,230
Total			\$ 6,490,000	\$ 7,017,665	\$ 13,507,665

Wilford Preserve
Community Development District
Non-Ad Valorem Assessments Comparison
2026-2027

Neighborhood	O&M Units	Annual Maintenance Assessments			
		FY 2027	FY 2026	Increase/ (decrease)	
50'	493	\$1,208.95	\$1,208.95	\$0.00	0.00%
60'	100	\$1,208.95	\$1,208.95	\$0.00	0.00%
Cheswick South	232	\$1,208.95	\$1,208.95	\$0.00	0.00%
Total	825				

Gross Assessments		\$997,383.75
Less: Discount	4.00%	39,895.35
Less: Commission fees	2.00%	19,947.68
Net Assessments		<u>\$937,540.73</u>

Wilford Preserve
Community Development District
Approved Budget
Capital Reserve Fund

Description	Adopted Budget FY 2026	Actuals Thru 6/30/26	Projected Next 3 Months	Projected Thru 9/30/26	Approved Budget FY 2027
<u>REVENUES:</u>					
Interest Income	\$ 2,000	\$ 2,413	\$ 900	\$ 3,313	\$ 2,000
Capital Reserve Funding	93,210	-	93,210	93,210	75,990
Carry Forward Balance	98,495	-	98,495	98,495	149,384
TOTAL REVENUES	\$ 193,705	\$ 2,413	\$ 192,605	\$ 195,018	\$ 227,374
<u>EXPENDITURES:</u>					
Capital Outlay	\$ 10,000	\$ 35,634	\$ 10,000	\$ 45,634	\$ 50,000
TOTAL EXPENDITURES	\$ 10,000	\$ 35,634	\$ 10,000	\$ 45,634	\$ 50,000
<u>Other Sources/(Uses)</u>					
Transfer in/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 10,000	\$ 35,634	\$ 10,000	\$ 45,634	\$ 50,000
EXCESS REVENUES (EXPENDITURES)	\$ 183,705	\$ (33,221)	\$ 182,605	\$ 149,384	\$ 177,374

A.

RESOLUTION 2026-15
[FY 2027 APPROPRIATION RESOLUTION]

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

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

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District's website in accordance with Section 189.016, *Florida*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

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

- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

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

SECTION 3. BUDGET AMENDMENTS

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

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

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

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

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 22nd DAY OF JULY, 2026.

ATTEST:

**WILFORD PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

B.

RESOLUTION 2026-16
[FY 2027 ASSESSMENT RESOLUTION]

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

WHEREAS, the Wilford Preserve Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Clay County, Florida ("**County**"); and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

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

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

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 22nd DAY OF JULY, 2026.

ATTEST:

**WILFORD PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

EIGHTH ORDER OF BUSINESS

RESOLUTION 2026-14

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

WHEREAS, the Wilford Preserve Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure 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 190, *Florida Statutes*.

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

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

PASSED AND ADOPTED this 22nd day of July, 2026.

ATTEST:

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-01**

EFFECTIVE AS OF JULY 22, 2026

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

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

Adjournment

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

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
- (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

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

Rule 2.0 Rulemaking Proceedings.

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

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (v) The grant of rulemaking authority for the proposed rule;
 - (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

- (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-

mail address, and may be required to pay the cost of copying and mailing as applicable.

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

(6) Modification of Rules.

(a) Technical Changes.

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

(b) Substantive Changes.

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

- 1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

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

(7) Withdrawal of Proposed Rules.

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

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
 - (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.
- (9) Petitions to Initiate Rulemaking.
- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
 - (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District

shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

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

(10) Public Hearing.

- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
- (i) The date, time, and location of the public hearing; and
 - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:
 - (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the

District is located and shall include the specific facts and reasons for such renewal.

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

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

(14) Petitions to Challenge Rules.

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

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

the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

- (15) Variances and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District’s rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

- (a) By January 1, 2026, District staff shall prepare a report that summarizes the District's existing rules anticipated to be reviewed during the current fiscal year, if any, and the recommended action on each rule (the "**Existing Rule Review Report**"). The Existing Rule Review Report shall be presented to the District's Board at a noticed Board meeting as soon as practicable after preparation by District staff. District staff shall continue to annually prepare an updated Existing Rule Review Report by January 1 of each year until all District rules have been reviewed. The District is not bound to review its existing rules in accordance with the schedule set forth in an Existing Rule Review Report, but is required to complete the review of at least twenty (20%) percent of its existing rules per year until all existing rules have been reviewed in accordance with this Section. In any event, all existing rules of the District shall be reviewed by July 1, 2030.
- (b) Any new rule adopted after July 1, 2025, must be reviewed in the fifth year following adoption. Such review must be completed before the day that marks the sixth year since the adoption of the rule.
- (c) In conducting its rule review process, the District shall determine whether each rule:
 - (i) Is a valid exercise of delegated legislative authority;
 - (ii) Has current statutory authority;
 - (iii) Reiterates or paraphrases statutory material;
 - (iv) Is in proper form;
 - (v) Is consistent with expressed legislative intent pertaining to the specific provisions of law which the rule implements;
 - (vi) Requires a technical or substantive update to reflect current use; and

- (vii) Requires updated references to statutory citations and incorporated materials.
- (d) By April 1 of each year in which a rule review is being undertaken, the District shall adopt a resolution evidencing the completion of rule review and authorizing one of the following actions relative to its rule review (the **“Rule Review Resolution”**):
 - (i) If the District determines that no change is necessary, the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule;
 - 2. A written statement of its intended action; and
 - 3. Its assessment of factors specified in Section 16(c) of this Rule.
 - (ii) If the District determines that one or more technical changes are necessary, the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule and the recommended technical change or changes coded by underlining new text and striking through deleted text;
 - 2. A written statement of its intended action;
 - 3. Its assessment of the factors specified in Section 16(c) of this Rule; and
 - 4. The facts and circumstances justifying the technical change or changes to the reviewed rule.
 - (iii) If the District determines that the rule requires a substantive change, the District shall promptly initiate rulemaking in accordance with this Rule to make all changes, including any technical changes, and the District Rule Review Resolution shall include the following information:
 - 1. A copy of the reviewed rule;
 - 2. The recommended change or changes coded by underlining new text and striking through deleted text;
 - 3. A written statement of its intended action; and

4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:
 1. A written statement of its intended action; and
 2. Its assessment of factors specified in subsection 16(c) of this Rule.
 - (e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.
- (17) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

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

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

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

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

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

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

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (6) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

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

- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(2) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the county or counties in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of

the Florida Statutes, if the vendor is a corporation; and

- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

NINTH ORDER OF BUSINESS

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT



AMENITY FACILITY POLICIES

Revised June 16 , 2026

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DEFINITIONS

“Amenity Facility” – shall mean the properties and areas owned by the District, intended for recreational use and available for rent in certain circumstances, including, but not specifically be limited to, the pool, party room, playground, event lawn, multi-purpose sports field, and dog park, together with its appurtenant facilities and areas.

“Amenity Facility Policies” or “Policies” – shall mean these Amenity Facility Policies of Wilford Preserve Community Development District, as amended from time to time.

“Board of Supervisors” or “Board” – shall mean the Wilford Preserve Community Development District’s Board of Supervisors.

“Community Club” – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District’s Board.

“District” – shall mean the Wilford Preserve Community Development District.

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

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

“Guest” – shall mean any individual who is invited to use the Amenity Facility by a Resident, Non-Resident Member, or Renter and possesses a valid guest pass issued by the Facility Manager.

“Homeowners Association” – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed restrictions and covenants.

“Non-Resident” – shall mean any person or persons who do not own or rent property within the District.

“Non-Resident Annual User Fee” – shall mean the fee established by the District for any person who is not a Resident or Renter and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Non-Resident Member” – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facility.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement, or any person who rents certain portions or spaces of the Amenity Facility for specified events pursuant to the approval of the District staff.

“Resident” – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Wilford Preserve Community Development District.

IDENTIFICATION CARDS

1. ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. There is a charge to replace lost or stolen cards and/or for additional cards above two (2) cards. Five (5) generic guest passes may be provided to the Resident and Non-Resident Members. Additional and replacement cards can be purchased for \$25.
2. Patrons will be required to sign a waiver of liability before using the District amenities.
3. Patrons may be required to present ID cards or guest passes upon request by staff at the Amenity Facility.
4. Under no circumstance should a Patron Provide an access card to another person to allow him or her to use the Amenities.

NON-RESIDENT ANNUAL USER FEE

The Non- Resident Annual User Fee for any person not owning or renting real property within the District is \$2,500.00, and this fee shall include privileges for up to one family group up to 5 people total. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facility for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes.

HOMEOWNERS ASSOCIATION USE OF FACILITIES

1. Each Homeowners Association may use the Amenity Facility without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facility at any time.
2. Any Homeowners Association that uses the Amenity Facility shall be responsible for the cost of repairing any damage to the Amenity Facility occurring during Homeowners' Association events.

COMMUNITY CLUB USE OF FACILITIES

1. Each Community Club may use the Amenity Facility for a function without being required to pay an Annual User Fee and/or a room rental fee. However, the District may limit or terminate a Community Club's use of the Amenity Facility at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which

the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).

2. Any Community Club that uses the Amenity Facility shall be responsible for the cost of repairing any damage to the Amenity Facility occurring during the Community Club's events.
3. The District may revoke an organization's status under these policies as a Community Club at any time.

GUEST POLICIES

1. All Guests, regardless of age, must register with the Facility Manager prior to using the Amenity Facility. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon registration, unless other arrangements have been made with the Facility Manager. All Guests under fifteen (15) years of age must also be accompanied at all times while using the Amenity Facility by a parent or adult Patron unless previously authorized by the Facility Manager. Guests over the age of eighteen (18) must register and may use the Amenity Facility unaccompanied by a Patron.
2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration with the Facility Manager. All Guests under the age of 18 must have a waiver of liability signed by their parent or legal guardian.
3. Residents, Non-Resident Members, and Renters who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter.

RENTER'S PRIVILEGES

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facility use.
2. In order for the Renter to be entitled to use the Amenity Facility, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an ID card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facility as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facility with respect to that membership.

4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the depository of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

GENERAL AMENITY FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting, however, in order to change or modify rates or fees beyond any increases or modifications that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons may be required to present their ID cards in order to gain access to the Amenity Facility.
3. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the District and Facility Manager.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facility. In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.
5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
6. Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
7. Only District employees, contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.
8. Patrons must present their ID cards or guest passes upon request by staff at any Amenity Facility.
9. The Board of Supervisors (as an entity), the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility

Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.

10. All lost or stolen ID cards should be reported immediately to the Facility Manager. A fee will be assessed for any replacement cards as set forth herein.
11. Smoking (including e-cigarettes) and the use of tobacco products is not permitted anywhere on/within the Amenity Facilities including but not limited to the fitness center, swimming pool, swimming pool deck area, playground, or dog park.
12. Disregard for rules or policies may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
13. Pool rules that are posted in the appropriate area must be observed.
14. Patrons shall treat all staff members with courtesy and respect.
15. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility, common areas, the multipurpose field, dog park, playgrounds and around the ponds. Prohibited vehicles include, but are not limited to, ~~go-karts, all-terrain vehicles (ATVs), dirt bikes, motocross-style bikes,~~ mini bikes, pit bikes, and similar gas-powered or electric-powered vehicles designed primarily for off-road, racing, stunt, or recreational use.
16. The operation of any vehicle, device, or mode of transportation on District property in a reckless, unsafe, destructive, or nuisance manner is prohibited, regardless of whether such device is human-powered, electric-powered, battery-powered, or gas-powered.
17. Prohibited conduct includes, but is not limited to, excessive speed, racing, wheelies, jumping, spinning tires, sliding, drifting, evasive maneuvering, failure to yield to pedestrians, operation outside intended areas, operation causing damage to turf, landscaping, irrigation systems, sidewalks, trails, amenities, or other District property, or any conduct that creates an unreasonable risk of injury, property damage, or interference with the peaceful use and enjoyment of District facilities by others.
18. Nothing herein is intended to prohibit the reasonable incidental use of golf carts, low-speed utility vehicles, mobility-assistance devices, maintenance vehicles, bicycles, scooters, or similar utility-oriented or recreational transportation devices for lawful access, recreational support activities, fishing access, volunteer activities, sports-related transportation, or similar passive uses, provided such use is conducted safely, responsibly, and without damage to District property ~~as deemed appropriate by District Staff or an authorized representative of the District,~~
19. The District does not authorize or regulate roadway operation of vehicles, and all operators remain solely responsible for compliance with all applicable federal, state, and local laws.

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20. Skateboarding is not allowed on the Amenity Facility property at any time.
21. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Facility Manager.
22. Commercial advertisements shall not be posted or circulated in the Amenity Facility. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved in writing by the Facility Manager.
23. The Amenity Facility shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
24. Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.
25. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The Facility Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees or any contractual obligation, the Facility Manager will be required to compensate the District accordingly.
26. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
27. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facility, and shall ensure that any minor for whom they are responsible also complies with the same.
28. There shall be no overnight parking in the Amenity Facility parking lot unless the owner of vehicle notifies the Facility Manager and obtains a parking pass. See the Parking and Towing Policy.
29. Public displays of affection, which in the discretion of the Facility Manager are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.

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LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facility's premises, shall do so at his or her own risk, and shall hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facility. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL WILFORD PRESERVE CDD AMENITY FACILITY USAGE POLICY

All Patrons using the Amenity Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Amenity Facility. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies set forth herein.

1. The Amenity Facility is available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. Emergencies: After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the Facility Manager and to the office of the District Manager (phone number (904) 940-5850).
3. District Equipment: Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the facilities at the Amenity Facility are often unsupervised facilities. Persons using the Amenity Facility do so at their own risk. Facility Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons. Persons interested in using the Amenity Facility are encouraged to consult with a physician prior to commencing a physical fitness program.

SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

1. All Patrons must present their ID cards or verification of registration while in the swimming pool area. All Patrons must also present their ID cards or verification of registration when requested by staff. At any given time, a Resident, Renter or Non-Resident Member may allow up to five (5) Guests to the swimming pool (unless a greater number of guests has been approved by the Facility Manager).
2. Hours: Swimming is permitted only during the daylight hours from dawn to dusk or as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Patrons swim at their own risk and must adhere to swimming pool rules at all times. Night Swimming is prohibited under State codes specified in paragraph 64E-9.006(2)(C), F.A.C. Night Swimming shall be considered one half hour before sunset to one half hour after sunrise.

3. Guests under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
4. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
5. Diving is prohibited.
6. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.
7. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Lifeguards are NOT on duty - Patrons swim at their own risk and must adhere to swimming pool rules at all times.
8. Showers are required before entering the pool.
9. Glass containers are prohibited.
10. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
11. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
12. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
13. Pets (except service dogs), **wheeled devices other than ADA to include** bicycles, skateboards, roller blades, scooters, golf carts and electric mobility devices (e-bikes, electric scooters, one-wheels, etc.) are not permitted on the pool deck area inside any Amenity Facility gates at any time.
14. The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
15. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.

16. Proper swim attire (no cutoffs) must be worn in the pool.
17. No chewing gum is permitted in the pool or on the pool deck area.
18. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
19. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
20. Radio controlled watercraft are not allowed in the pool or the pool area.
21. Pool entrances must be kept clear at all times.
22. No swinging on ladders, fences, or railings is allowed.
23. Pool furniture is not to be removed from the pool area, thrown, or placed in the pool or otherwise disturbed.
24. Loud, profane, or abusive language is prohibited.
25. No physical or verbal abuse will be tolerated.
26. The District is not responsible for lost or stolen items.
27. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
28. The deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Facility Manager.

SWIMMING POOL THUNDERSTORM POLICY

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed, whether staff is present or not. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the pool and pool areas at the first sound of thunder and/or first sighting of lightning for a waiting period of at least 30 minutes. At any point during the 30-minute waiting period, if thunder and/or lightning is heard or seen, the waiting period will be extended 30-minutes from the last sighting or sound.

GENERAL FACILITY RENTAL POLICY

Patrons may reserve for rental certain portions of the Amenity Facility for private events. Only one (1) meeting room is available for rental during regular hours of operation and reservations may not be made more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facility no more than six (6) times per calendar year. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Facility is unavailable for private events on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans day) as well as the following holidays/weekends:

Easter Sunday	Memorial Day	4 th of July
Labor Day	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

1. Rentals: Certain portions of the Amenity Facility may be rented by the following individuals/groups:
 - a. Residents (includes both events held by the Resident and events sponsored by the Resident);
 - b. Renters;
 - c. Non-Resident Members;
 - d. Homeowners Associations; and
 - e. Community Clubs.
2. Available Facilities: The following portions of the Amenity Facility are available for rental for functions for four (4) hours, with the option to request two additional hours as shown below. The rental time period is inclusive of set-up and clean-up time. For Community Use, rental fees may be waived; however, a refundable damage deposit of Two-Hundred Dollars (\$200.00) shall be required. For private events, the following rental fees shall apply:

Party Room rental includes the Party Room, kitchen and 25% of Grand Pavilion outdoor space. Party Room capacity is 25 people. The rental rate for 4 hours is \$50.00. Two additional hours may be requested at an additional cost of \$25.00. In all instances, the deposit amount is \$200.00.

The Pool Areas of the Amenity Facility are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the Amenity Facility shall be responsible for any and all damage and expenses arising from the event.

3. Reservations: Staff will take reservations in advance for the Amenity Facility. Reservations are on a “first come, first served” basis and can be made only in person by filling out a Facility Use Application. Reservations must be made at least (thirty) 30 days in advance to the Amenity Manager Staff. Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application. Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. There are no personal “standing” reservations allowed for the facilities listed in the reservation policy. If the renter wishes to cancel a reservation, the cancellation must be communicated to the Facility Manager no later than thirty (30) days prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than thirty (30) days prior to the event, only the full security deposit, but none of the rental fee, will be returned.
4. Deposit and Payment: At the time of submission, the Patron shall provide the rental fee referenced above and a deposit. Rental fees may be paid by check or money order, payable to **Wilford Preserve Community Development District**. The Amenity Manager Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Facility Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
5. Deposit: Payment of the deposit and rental fee will secure the rental time, location, and date. To receive the full refund of the deposit within thirty (30) days after the party, the renter must:
 - Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, tabletops and sink area.
 - Replace garbage liner.
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used.
 - Clean any windows and doors in the rented area.
 - Ensure that no damage has occurred to the Amenity Facility.
 - Patron and Patron’s guests are required to adhere to all Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron’s deposit.
 - Pets (with the exception of “Service Animals”) are prohibited from any and all rented facilities.

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

6. Staffing: During the Amenity Facility’s operating hours in which Amenity Facility Staff is present, private events with twenty-five (25) persons or less are not required to pay for

additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff will be required at a rate of Twenty-Five Dollars (\$25.00) per event. Checks or money orders for the additional staff shall be payable to Wilford Preserve Community Development District at a rate of \$25 per hour. Party Room rental is capped at 25 persons so special request for events over 25 will need to have staff approval.

7. Alcohol Policies: Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds. Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. Patrons must hire a certified bartender to dispense alcohol.
8. Additional Policies: The following additional policies apply to any rental of an amenity facility or space:
 - a. The capacity limit of any portion of the Amenity Facility or space shall not be exceeded at any time for a party or event.
 - b. The volume of live or recorded music must not violate applicable Clay County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
 - c. The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until 10:00pm. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
 - d. No decorations may be affixed to the walls, doors or any fixtures.
 - e. Event Liability coverage may be required, even in the absence of alcohol service, on a case-by-case basis in the sole discretion of the Board of Supervisors.
 - f. Patron and Patron's Guests are required to adhere to all Amenity Facility rules, policies, and directions from Amenity Facility staff.
 - g. Participants that are not Patrons, must leave the facility at the conclusion of the private event
 - h. No glass, breakable items or alcohol are permitted in the Pool Area.

MULTI-PURPOSE SPORTS FIELD POLICIES

Please note the Multi-Purpose Sports Field is unattended facility and persons using the facility do so at their own risk.

The District offers a Multi-Purpose Sports Field. The following policies apply:

1. First Come Basis. The field is available for use by Patrons only on a “first come, first served” basis.
2. Vehicles. No wheeled vehicles are permitted. Wheeled vehicles include Personal Mobility Devices” (PMD) which include but is not limited to skateboards, roller blades/skates, bicycles, scooters, electric bicycles (e-bikes), electric scooters, one-wheels, hoverboards, electric skateboards, and any similar battery-powered or motor-assisted device as well as off-road motorbikes/vehicles. Prohibited vehicles include, but are not limited to, go-karts, all-terrain vehicles (ATVs), dirt bikes, motocross-style bikes, mini bikes, pit bikes, and similar gas-powered or electric-powered vehicles designed primarily for off-road, racing, stunt, or recreational use.
3. Chalking. Chalking or marking the field must be approved in advance, if at all, and proper marking materials must be used.
4. Glass Containers. No glass containers or breakable objects of any kind are permitted on the field.
5. Pets. Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. Equipment. Patrons are responsible for bringing their own equipment.
7. Golfing. Golfing is not permitted on the field.
8. Sports Instruction. Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

Deleted: , golf carts

Deleted: , golf-carts

PLAYGROUND POLICIES

Please note the Playground is an unattended facility and persons using the facility do so at their own risk.

The District provides a playground for Patrons to enjoy with their children. The following guidelines apply:

1. Hours: The Playground shall be available for use from dawn to dusk.

2. All children are expected to play **safely and** cooperatively with other children.
3. Proper footwear is required. Loose clothing, especially with strings, is prohibited.
4. Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
11. Use of the Playground may be limited from time to time due to a District-sponsored event.

Deleted: Adult supervision (eighteen years and older) is required for children under the age of **fourteen**. All children must remain in the sight of parents/guardians.

LAKE OR POND AREAS AND FISHING POLICY

The lakes and ponds throughout the community are not designed for swimming or boating but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water. The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Children under the age of fifteen must be accompanied by adults when fishing.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.

6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.

DOG PARK POLICY

USE OF THE DOG PARK IS AT YOUR OWN RISK

Your voluntarily use of the Dog Park evidences your waiver of any claims against the Wilford Preserve Community Development District resulting from activities occurring at the Dog Park. The Wilford Preserve Community Development District is not responsible for any injury or harm caused by use of the Dog Park.

1. The Dog Park is restricted to use only by Patrons and their guests. All other persons are considered trespassers and may be prosecuted as such under Florida Law.
2. Dogs must be on leashes at all times, except within the Dog Park area.
3. Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
4. Dog handler must have the leash with them at all times.
5. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
6. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
7. Limit three dogs per Adult dog handler.
8. Puppies under four months of age should not enter the Dog Park.
9. Children under the age of twelve (12) are not permitted within the Dog Park area.
10. Dog handlers are responsible for the behavior of their animals.
11. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.

12. Female dogs in heat are not permitted in the Dog Park.
13. Human or dog food inside the Dog Park is prohibited.
14. Any dog toys inside the Dog Park are prohibited.
15. Dog handlers must clean up any dog droppings made by their pets.
16. Dog handlers must fill in any holes made by their pets.
17. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
18. Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
19. The Dog Park is designated a "No Smoking" area.

FITNESS CENTER POLICY

Persons using the Amenity Facilities do so at their own risk. Facility Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.

1. Hours: The Fitness Center is available for use by Patrons and guests during the hours of 5:00 a.m. to 10:00 p.m.
2. Eligible Users: Patrons and guests under the age of fifteen (15) may not use the fitness center. Patrons and guests between the age of fifteen and seventeen (15-17) may use the fitness center but may not bring guests. Patrons at least eighteen (18) years of age may bring up to two (2) guests to the Fitness Center as long as guest are eighteen (18) or older.
3. Food and Beverage: Food is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
4. Appropriate attire and footwear (Example: Fitness Footwear) must be worn at all times in the Fitness center. Appropriate attire includes t-shirts, tank tops, shorts, and/or athletic wear (no swimsuits). Wet bathing suits are not allowed in the Fitness Center.
5. Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
6. Use of personal trainers is permitted in the District fitness centers. Personal trainers must be preapproved by the Facility Manager prior to personal training session.

7. Hand chalk is not permitted to be used in the fitness center.
8. Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
9. No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment.
10. Fitness equipment may not be removed from the fitness center. Weights must remain in the designated free weights area.
11. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
12. Please be respectful of others. Allow other Patrons to also use equipment, especially the cardiovascular equipment.
13. Please replace weights to their proper location after use.
14. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights and must be kept in designated area.
15. Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.

PERSONAL MOBILITY DEVICES

1. For the purposes of this policy, “Personal Mobility Device” (PMD) include but is not limited to skateboards, roller blades/skates, bicycles, scooters, golf carts, electric bicycles (e-bikes), electric scooters, one-wheels, hoverboards, electric skateboards, micromobility vehicles, and any similar battery-powered or motor-assisted device. This section shall not apply to persons with mobility disabilities using traditional wheelchairs or other PMDs, in all areas where members of the public are allowed to go, unless there are legitimate safety concerns about the usage of a particular PMD.
2. All PMD devices must adhere to the following rules when operated on any district owned property:
 - PMDs may not be operated on sidewalks or walkways at speeds greater than 10 mph and riders must yield the right-of-way to pedestrians at all times.
 - PMD operation that creates a hazard, endangers pedestrians, damages District property, or disturbs other patrons is prohibited.
 - PMDs must be parked only in designated bicycle racks or paved areas and may not block entrances, walkways, emergency access, or common areas.

Deleted: <#>PMD operation is prohibited from all turf areas, landscaped areas, sports fields, common-area green spaces, and unpaved surfaces. ¶

- Any damage to turf, landscaping, irrigation equipment, sidewalks, fixtures, or other District property resulting from the use of these devices will be billed to the responsible resident.
3. Failure to comply with these rules may result in immediate removal from District property and suspension of amenity privileges under the District's disciplinary policies.
 4. The District will make reasonable policy modifications to permit use of power-driven mobility devices unless the entire class of power-driven mobility devices cannot operate in compliance with legitimate safety requirements adopted by the District.

COMMON AREAS

The District owns and maintains various areas throughout its boundary including, but not limited to stormwater lakes, landscape tracts, and common areas (the "Common Areas"). The Common Areas shall be used only for their intended purpose and as contemplated herein. Any misuse, unauthorized use, or damage (whether intentional or unintentional) to the Common Areas shall be deemed a violation of these Policies and may result in suspension from the Amenity Facility and/or termination of privileges for Patrons in accordance with section the "Suspension and Termination of Privileges" section.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Center, Amenity Facility, and other District Property (together, the "Amenities").
2. General Rule. All persons using or entering the Amenities are responsible for compliance with the rules and policies established for the safe operations of the District's Amenities.
3. Access Cards. Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Access Card for violation of the District's rules and policies established for the safe operations of the District's Amenities.
4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate access to the Amenities of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a "Violation"):
 - a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
 - b. Failing to abide by the terms of rental applications;
 - c. Permitting the unauthorized use of a key fob or Access Card or otherwise facilitates or allows unauthorized use of the Amenities;

- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Policies and Procedures);
- g. Treating the District's staff, contractors, representatives, residents, landowners, Patrons, or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, [Patrons, or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household commits any of the above Violations.

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

- 5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
- 6. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse

the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. Removal from Amenities. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District’s best interest to do so.
8. Initial Suspension from Amenities. The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person’s access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District’s rules and policies violated, the time, date, and location of the next regular Board meeting where the person’s suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.
9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.
 - a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
 - b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person’s escalation or de-escalation of the situation, and any prior Violations and/or suspensions
 - c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
 - d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement

shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

- e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.
10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.
11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.
12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenities, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the

trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

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

TENTH ORDER OF BUSINESS

**AGREEMENT BETWEEN
WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT
AND
GOVERNMENTAL MANAGEMENT SERVICES, L.L.C.,
FOR
AMENITY MANAGEMENT, FIELD OPERATIONS MANAGEMENT, POOL
MAINTENANCE, POOL CHEMICALS, JANITORIAL SERVICES, POOL MONITORS,
AND FACILITY MAINTENANCE SERVICES**

This Agreement (“Agreement”) is made and entered into on July 1st, 2026 (“Execution Date”), to be effective as of October 1st, 2026 (“Effective Date”), by and between:

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Duval County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”), and

GOVERNMENTAL MANAGEMENT SERVICES, L.L.C., a Florida limited liability company, whose address is 475 West Town Place, Suite 114, St. Augustine, FL 32092 (“Contractor” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District has constructed an amenity center that includes a swimming pool, community center, and other recreation facilities (collectively, the “Amenities”), as well as landscape and irrigation improvements, lake embankments, entrance areas, and other common areas (collectively, the “Facilities”); and

WHEREAS, the District intends to provide for the operation, management, and maintenance of the Amenities and the Facilities; and

WHEREAS, Contractor has a background in the operation, management, and maintenance of recreation and amenity facilities and is willing to provide such operation, management, and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to operate, manage, and maintain the Amenities and the Facilities and to provide other services as described in this Agreement and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, the “Services”).

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenities and the Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement including that Contractor will not take a tax position inconsistent with it being a

manager and not owner of the Amenities and Facilities.

3. DESCRIPTION OF SERVICES. Contractor shall perform the duties described by **Exhibit A** attached hereto, and as more particularly stated herein. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are fulfilled. Contractor shall ensure responsible and proper staffing levels needed to satisfy the terms of this Agreement. To the extent the terms of this Agreement and **Exhibit A** conflict, this Agreement shall control.

4. COMPENSATION. The Agreement shall be for a one-year period, renewable or terminable pursuant to the provisions herein. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement.

A. Fees and Expenses:

- i. The District shall pay the Contractor the following annual fees for the Services in accordance with **Exhibit A**:
 - Amenity Management Services (Two Facilities): Seventy-Five Thousand Five Hundred Sixty-Two Dollars and No Cents (\$75,562.00) per year.
 - Field Operations Management Services: Fifteen Thousand Dollars and No Cents (\$15,000.00) per year.
 - Pool Maintenance Services (Two Pools): Thirty-Four Thousand Nine Hundred Eighty Dollars and No Cents (\$34,980.00) per year.
 - Pool Chemicals (Cheswick South): No Dollars and No Cents (\$0.00) per year.
 - Janitorial Services: Sixteen Thousand Eight Hundred Fifty-Four Dollars and No Cents (\$16,854.00) per year.
 - Pool Monitor Services: Twenty-Five Thousand Dollars and No Cents (\$25,000.00) per year.

The total annual fee for the foregoing Services is One Hundred Sixty-Seven Thousand Three Hundred Ninety-Six Dollars and No Cents (\$167,396.00), which shall be invoiced and paid in equal monthly installments during the Fiscal Year, except for Services that are variable in nature, which shall be billed in accordance with the applicable rates set forth in Exhibit A or Exhibit B and invoiced based on actual Services performed.

- ii. Facility Maintenance and Repair Services, including general maintenance services and pressure washing services, shall be compensated at the hourly rates set forth in Exhibit A, plus reimbursable expenses, and shall be invoiced monthly in arrears. General maintenance services shall be invoiced at Forty-Five Dollars and No Cents (\$45.00) per hour, and pressure washing services shall be invoiced at Fifty-Five Dollars and No Cents (\$55.00) per hour, together with any approved reimbursable expenses.
- iii. Out-of-pocket reimbursable expenses incurred by the Contractor in the performance of the Services shall be billed at the Contractor's standard rate or at cost, as indicated in **Exhibit A**, and itemized on the Contractor's monthly

invoice to the District.

- iv. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable in advance of each month. Notwithstanding the foregoing, services that are variable in nature may be invoiced in arrears based on actual services performed. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. All invoices shall be due and payable by the District within forty-five (45) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70, Florida Statutes. Invoices not paid within forty-five (45) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
 - v. Fees for the Services may be negotiated annually by the Parties. Any amendment to Service fees must comply with the amendment procedure in this Agreement.
 - vi. In the event the District authorizes a requested change in the scope of Services, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in Services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- B.** Services will be billed monthly pursuant to the fee schedule shown in **Exhibit B**. Additional work or services, as such terms are used in Section 5.C, will either be billed monthly at the Contractor's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D.** Should the District desire additional work or services, or to add additional areas

to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

- E. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within forty-five (45) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.
- F. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. GENERAL PROVISIONS.

- A. The Services provided by Contractor shall be as provided for in **Exhibit A** and as set forth in this Agreement.
- B. Contractor agrees that this Agreement expressly prohibits non-compete provisions. Should the District elect to suspend any service hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Contractor under this Agreement. Contractor may prohibit its employees from soliciting work with other competitors or vendors that are not the District in its discretion.
- C. The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the District's sole and absolute discretion. Any addendums to this agreement will not take effect unless the parties receive an opinion from bond counsel that the changes made thereby do not adversely affect the exclusion from gross income of interest on the bonds financing the managed property.
- D. At all times during operation of the Facilities and Amenities, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing for provision of the Services required under this Agreement. Contractor shall not utilize employees hired by Contractor to staff District Facilities and Amenities at other Contractor properties without the express approval of the District, through its District Manager. Contractor shall not use District employees, if any, District

property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses.

- E. In consideration for the District's ability to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, Contractor shall not be entitled to any compensation in consideration for such election by the District.
- F. All Contractor employees or subcontractors shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).
- G. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction and management of all personnel providing services of functions at the District and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same. This provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District harmless and indemnify the District and Contractor has been paid for the Services in consideration of the Services and the indemnification provisions provided for in this Agreement.
- H. Contractor shall promptly respond to any and all emergencies or problems related to the Amenities and/or the Facilities and shall report to the District all known problems related to the Amenities and/or the Facilities.
- I. All purchases made by any of the positions paid for pursuant to the Agreement or any Addendum will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, uniforms to the extent not provided for by Contractor as set forth herein, travel expenses for District employees consistent with the District's reimbursement policies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but

in no event later than seventy-two (72) hours.

- J.** Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor. The Contractor shall to the best of its ability, avoid paying directly for items and seeking reimbursements, as the District provides a credit card for expenditures and has several accounts open for purchases.
- K.** Contractor shall require all applicable registration forms and waivers to be executed by any Patrons of the District (as defined in the *Policies Regarding Use of the District's Amenities*) prior to use of the Amenities and/or Facilities.
- L.** The Parties agree that the Amenities and Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Amenities or Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities consistent with the terms of this Agreement. The Contractor shall operate in a way that maintains the District's tax-exempt status.
- M.** Contractor shall be responsible for tracking resident complaints and report to the District monthly on timeline and response to each complaint.

6. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently commence repair of any damage resulting from the Services within twenty-four (24) hours. Any such repairs caused by Contractor shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenities and/or the Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

8. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event more than 48 hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenities and/or the Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing. The District may adopt policies requiring more stringent reporting requirements of Contractor, which later adopted policies shall control; this paragraph is intended to set forth minimum standards.

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice, due to Contractor's failure to perform in accordance with the terms of

this Agreement or upon sixty (60) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District with or without cause. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

Upon termination of this Agreement, the Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- A. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenities and/or the Facilities, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the Amenities and/or Facilities;
- B. vacate any portion of the Amenities and/or Facilities then accessed by the Contractor as a consequence of this Agreement; and
- C. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

- A. Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance, the certificates are attached as **Exhibit D**:
 - i. Workers Compensation - statutory limits
 - ii. General liability insurance with the following limits:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
 - iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of \$1,000,000.
 - iv. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$1,000,000.
- B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, the District Manager, District Counsel, and District Engineer, officers, supervisors and employees shall be listed as additional insureds on each such

policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

11. INDEMNIFICATION.

- A. Contractor Indemnification.** The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, supervisors, staff agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. District Indemnification.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement. In addition to any other conditions and/or limitations set forth herein, the District shall be obligated to indemnify Contractor only if such indemnification obligation is covered by the District's insurance.
- C.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

- D. For purposes of this Section, “acts or omissions” on the part of Contractor’s officers, directors, agents, assigns, invitees, contractors, subcontractors or employees includes, but is not limited to, the operation and management of the Amenities and Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenities and Amenity Center, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.
- E. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

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

13. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings. The provisions of this Section 13 shall survive termination of this Agreement.

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

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

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

A. If to District: Wilford Preserve Community Development District

475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
Marilee Giles
MGiles@gmsnf.com

With a copy to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
Wesley Haber
Wesley.Haber@kutakrock.com

B. If to the Contractor:

Governmental Management Services, L.L.C.
475 West Town Place, Suite 114,
St. Augustine, Florida 32092
Attn: President, Darrin Mossing
DMossing@gmstnn.com

With a copy to:

Governmental Management Services, L.L.C.
475 West Town Place, Suite 114,
St. Augustine, Florida 32092
Attn: Chief Operating Officer, Keith Nelson
KNelson@gmsnf.com

And:

Governmental Management Services, L.L.C.
475 West Town Place, Suite 114,
St. Augustine, Florida 32092
Attn: Director of Amenity Management,
Alison Mossing
AMossing@gmstnn.com

And:

Governmental Management Services, L.L.C.
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
Kurt@zimmermanlaw.com

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

by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

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

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Duval County, Florida.

21. EFFECTIVE DATE. This Agreement shall be effective as of the Effective Date and extend through September 30, 2027.

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

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

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, INFO@GMSNF.COM WITH A COPY TO MGILES@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

26. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

28. COMPLIANCE WITH E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. Term. The term of this Agreement shall be from the Execution Date, through September 30, 2027, unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement

are firm, and that the Contractor may change the prices only with the District's written consent, as evidenced by a vote of the District's Board of Supervisors. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. If applicable, the Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“**Public Integrity Laws**”) apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

32. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit, attached hereto as **Exhibit E** and incorporated herein, in compliance with section 787.06(14), *Florida Statutes*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement the day and year first written above.

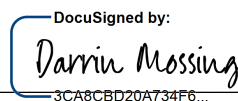
**WILFORD PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

By:  1C2C73D66B98412...

Print: Louis Cowling

Its: Chairperson
Chairperson/Vice Chairperson,
Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES, L.L.C.**

By:  3CA8CBD20A734F6...

Print: Darrin Mossing

Its: President

- Exhibit A:** Scope of Services
- Exhibit B:** Fee Schedule
- Exhibit C:** Proposal
- Exhibit D:** Certificates Of Insurance
- Exhibit E:** Anti-Human Trafficking Affidavit

Exhibit A Scope of Services

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Amenity Center management.

Description of Services
<u>Amenity Management: [Two (2) Facilities]</u> Services provided full-time and on-site in the Amenity Center. • Greet residents entering the Amenity Center and address questions/concerns in a professional manner • Must be familiar with and enforce Amenity Center rules and policies, including age verification for gym and pool usage • Issue access cards to eligible residents after providing address verification and photo ID • Manage the facility rental process by handling resident inquiries, maintaining schedule and collecting deposit and rental payment • Communicate updates to residents via email blast and bulletin boards • Conduct hourly rounds of the Amenity Center and pool deck to monitor usage, cleanliness and report any issues to the Field Operations Manager and/or District Manager • Plan and execute special events • Check pool chemicals daily and add to pool maintenance log • Coordinate and meet vendors on site for services • Attend monthly Board of Supervisors meetings and prepare Operations Reports for the agenda • Various other tasks assigned by management
<u>Field Operations Management:</u> Services provided on average two (2) time per month to include: • Provide oversight of the landscape maintenance contractor • Provide oversight of the lake maintenance contractor • Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, FPL, site inspections, etc. • Periodically inspect lakes, and structures for needed maintenance, issues, and repairs. • Maintain and monitor the field operations Board of Supervisors adopted annual budget.

Description of Services
• Conduct onsite meetings with CDD service providers. • Monitor all CDD field-related utility accounts. • Provide Operations Memorandum for field-related activity to Board of Supervisors monthly agenda package one week before scheduled CDD meeting. • Attend all District Board of Supervisor meetings with representation of CDD management activities. • Receive and respond to resident emails, and phone calls about CDD property-related issues. • Prepare an Emergency Action Plan for significant weather events. • Oversee & assist maintenance personnel with CDD projects on site • Provide oversight, proposals if needed of future capital projects. • Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed. • Inspect & maintain all sunshade structures & sails, including outside contracting for repairs & pressure washing as needed. • Perform lighting inspections for all district-owned interior and exterior lighting. • Monitor all gates and doors for proper operating conditions. • Monitor the pool decks, and outdoor pool furniture, obtain proposals for services and repair as needed. • Maintain an aesthetically pleasing CDD community as possible within budget & approvals.
<u>Pool Maintenance: [Two (2) Pools]</u> Services shall be performed three (3) days per week between April 15th and September 15th and two (2) days per week between September 16th and April 14th. • Check water quality and fill out log sheet as required by FL Code Chapter 64E • Manually skim, brush, vacuum and clean tile as necessary • Conduct tests for free available chlorine, combined chlorine, pH, acid demand, base demand, total alkalinity, calcium hardness, cyanuric acid and temperature as needed to maintain water quality levels within requirements of Chapter 64 E99.004(d) maintain saturation index within +0.3 to -0.3 for proper water balance • Operate filtration and recirculation system, cleaning when necessary • Maintain pool at proper water level • Check all valves for leaks, all bolts for snug fit, respond to variations in the sounds of electric motors, check GFCI for proper operation, clean strainers, maintain proper flow rates, and keep equipment in clean condition • All pool chemicals to perform the standard maintenance shall be included in the monthly billing for chemicals

Description of Services
○ Any chemicals required for special treatment of stains, metals sequestering, foam removal, phosphate and nitrate removal, mustard and black algae treatment and super chlorination shall be used as needed and billed separately.
<u>Janitorial Services: [Two (2) Facilities]:</u> Services provided three (3) days per week to include: • Clean and sanitize all restroom sinks and mirrors • Clean and sanitize all restroom toilets • Sweep and mop all restrooms as needed • Restock all paper products, including toilet paper and paper towels • Restock all soap dispensers • Empty and replace liners in all garbage cans • Police pool deck for trash • Wipe down all tables and pool furniture. • Clean and sanitize any water fountains. • Janitorial supplies will be purchased as needed and invoiced to the District.
<u>Pool Monitors: [Seasonal Role – Memorial Day to Labor Day]</u> • Check access cards and make sure pool rules are followed. • Watch for unsafe behavior and alert staff or call 911 if needed (no lifeguard duties). Pool Monitors are not lifeguards and are not responsible for water rescue or swimmer supervision. The pool operates as a “swim at your own risk” facility. • Keep the pool area clean and orderly (trash, chairs, basic upkeep). • Report problems, incidents, or rule violations to management. • Answer basic questions and remind residents of rules politely. • Open and close the pool area, including basic inspections, securing gates, and due to inclement weather. • Hours subject to change due to inclement weather.
<u>Facility Maintenance:</u> • To assist the Field Operations Manager on an as needed basis • Pick up debris in and around all District owned facilities, including walkways, fields, courts, entryways, roadways, pool deck amenity Center and common areas

Description of Services
• Clean and maintain all features associated with the athletic fields and sport courts including nets, fencing, windscreens, playing surfaces, etc. • Replace trash can liners weekly throughout the District • Tasks as assigned by Facility Manager and/or Field Operations Manager • Pressure wash Amenity Facility as needed (based upon separate proposal)
<u>General Provisions:</u> • Contractor shall provide, at no charge to the District, company uniforms to all personnel providing these services. • Costs incurred by Contractor due to maintenance-related requests, emergencies or unscheduled visits (i.e. vandalism, acts of God, etc.) shall be invoiced at the approved hourly rate, plus any materials, and travel reimbursement. Minimum of one (1) hour charge. • Reasonable reimbursement for the expense of copies, office supplies, travel, etc. • All supplies and materials needed for maintenance within the District shall be paid for by the District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit B
Fee Schedule

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the Amenity Center management.

1. AMENITY MANAGEMENT SERVICES:

Service Descriptions & Fee Schedule *	Fiscal Year 2027 Fees
Amenity Management: [Two (2) Facilities] • The Facility Manager is an onsite full-time position. • Annual Fee paid in equal monthly payments.	\$75,562
Field Operations Management: • The Field Operations Manager is an onsite part-time position. • Monthly On-Site Inspections and Vendor Coordination. ○ Two On-Site Visits per Month • Annual Fee paid in equal monthly payments.	\$15,000
Pool Maintenance Services: [Two (2) Pools] • The Pool Maintenance Service is an onsite part-time position. • Standard Maintenance to include ○ Two (2) Days per Week between September 18th through April 14th ○ Three (3) Days per week between April 15th through September 15th • Annual Fee paid in equal monthly payments.	\$34,980
Pool Chemicals: [Cheswick South] • Standard Pool Maintenance Supplies/Chemicals • Annual Fee paid in equal monthly payments.	Not A Contracted Service (\$0 per year)

Service Descriptions & Fee Schedule *	Fiscal Year 2027 Fees
Janitorial Services: [Two (2) Facilities] - The Janitorial Service is an onsite part-time position. - Standard Cleaning to be provided: - Three Days per Week - Annual Fee paid in equal monthly payments.	\$16,854
Janitorial Supplies: Janitorial supplies will be purchased as needed and invoiced to the District.	At Cost
Pool Monitors: [Seasonal Role – Memorial Day to Labor Day] - The Pool Monitor is an onsite, part-time position provided on an as-needed and as-scheduled basis. - Services shall be billed at an hourly rate, invoiced in arrears based on actual hours worked. - The annual amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) represents a not-to-exceed amount.	\$25,000
Facility Maintenance and Repair Services: - GMS has a comprehensive on-site and insured maintenance service for small to medium size projects which can be provided at the direction of the District Board of Supervisors and/or the District Manager. - General maintenance services are invoiced at \$45.00 / Hour - Pressure washing services are invoiced at \$55.00 / Hour	Standard Hourly Rates Plus Reimbursable Expenses
Out of Pocket Reimbursable Expenses: Reimbursable expenses to be itemized on invoicing each month.	At GMS Standard Rate or Cost

Service Descriptions & Fee Schedule *		Fiscal Year 2027 Fees
Additional Services: All other requested items not specifically denoted in Exhibit “A” or Exhibit “B” will be subject to either a flat rate proposal or an hourly rate proposal to the District.		To Be Negotiated
* Fiscal Year Calendar: - Fiscal Year 2027 represents dates between October 1st, 2026 to September 30th, 2027. - Services that begin after the first day of a month will be invoiced on a prorated basis for that month, based on the actual start date.		

2. ADDITIONAL SERVICES:

All other requested items not specifically denoted in **Exhibit A** or **Exhibit B** will be subject to either a flat rate proposal or an hourly rate proposal to the District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit C Proposal



Governmental Management Services

Serving Florida's New Communities

May 8, 2026

Marilee Giles
Wilford Preserve Community Development District
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092

Re: Amenity Management, Pool Maintenance, Field Operations Management, Pool Maintenance, Pool Chemicals, Janitorial Services and Pool Monitors

Dear Marilee:

Please consider this proposal for Governmental Management Services to continue providing the following services for the Wilford Preserve Community Development District:

<u>Services</u>	<u>FY 2026 Budget</u>	<u>FY 2026 Fee</u>	<u>FY 2027 Proposed Fee</u>
Amenity Management (2 Facilities)	\$71,285	\$71,285	\$75,562
Field Operations Management	\$0	\$0	\$15,000
Pool Maintenance (2 Pools)	\$31,800	\$31,800	\$34,980
Janitorial Service (2 Facilities)	\$15,900	\$15,900	\$16,854
Pool Monitors	\$25,000	\$25,000	\$25,000
Facility Maintenance		\$40/Hour	\$45/Hour

The ownership and management at Governmental Management Services would like to thank the Board of Supervisors in advance for your consideration of our request to provide these services to your community. Should you have any questions or comments, please feel free to give me a call.

Sincerely,

Alison Mossing

Alison Mossing

Director of Amenity Management Services

Orlando

219 E. Livingston St.
Orlando, FL 32801

St. Augustine

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

Palm Coast

393 Palm Coast Pkwy SW, #4
Palm Coast, FL 32137

FL. Lauderdale

5385 N. Nob Hill Rd.
Sunrise, FL 33351

Tampa

18842 N. Dale Mabry Hwy
Lutz, FL 33548

Knoxville

1001 Bradford Way
Kingston, TN 37763

Exhibit D

Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/30/2026																																																																																																																																																														
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CERTIFICATE HOLDER Wilford Preserve CDD 475 West Town Place Suite 114 St Augustine, FL 32092		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i>																																																																																																																																																														

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082	CONTACT NAME: Stephanie Marciani PHONE (A/C, No, Ext): 904-425-4054 FAX (A/C, No): 904-425-4049 E-MAIL ADDRESS: Stephanie@EdieWilliams.com														
INSURED Governmental Management Services LLC 1001 Bradford Way Kingston, TN 37763	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Mutual Automobile Insurance Company	25178	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES
CERTIFICATE NUMBER:
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			946 5826-C23-59	03/23/2026	09/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives is Additional Insured with regard to Auto Liability. The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle. Waiver of Subrogation under the Liability Coverage and Property Damage Coverage. If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 30 days notice of such change or termination unless another number of days notice is shown on the Declarations Page.

CERTIFICATE HOLDER
CANCELLATION

Wilford Preserve Community Development District 475 West Town Place, Suite 114 St. Augustine, FL 32092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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1001486 132849.12 03-16-2016

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Sipowski Insurance 6192 North Federal Highway Boca Raton, FL 33487	CONTACT NAME:	Kylee Barrios	
		PHONE (A/C, No, Ext):	(561)912-3991	FAX (A/C, No):
		E-MAIL ADDRESS:	todd@sipowskiinsurance.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : United Specialty Insurance Company		12537
INSURED	Governmental Management Services - Central Florida LLC 1001 Bradford Way Kingston, TN 37763	INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 95949570-260512163112

REVISION NUMBER: 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

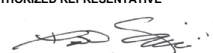
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Misc. Professional Liability	Y	Y	GCT152706702	03/27/2026	03/27/2027	Each Claim/Aggr. 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives are included as Additional Insureds on the above-listed policies. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds. All such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds, and a 30-Day Notice of Cancellation applies in favor of the Additional Insureds.

CERTIFICATE HOLDER

CANCELLATION

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT 475 West Town Place, Suite 114 Saint Augustine, FL 32092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (KGS)

ACORD 25 (2025/12)

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RENEWAL CONFIRMATION

Bond Number: **018231161**

Bond Description: **Commercial Crime**

Bond Amount: **\$1,000,000.00**

Obligee: **NO OBLIGEE**

Principal: **GOVERNMENTAL MANAGEMENT SERVICES LLC**

Term: **03/10/2026 until 03/10/2027**

This letter serves as confirmation that the above bond has been renewed. The bond is continuous in nature meaning the bond will remain in effect for the bond term shown above. This notice is for your records only and should not be forwarded to the Obligee (the city, county, state or entity requiring your bond).

Signed this 9th day of January, 2026
The Ohio Casualty Insurance Company, **Surety**

By: 

David Gonsalves (Attorney in Fact)



Exhibit E:
Anti-Human Trafficking Affidavit

Anti-Human Trafficking Affidavit

I, Kelly Adams, as Director of HR on behalf of Governmental Management Services L.L.C. (the "Manager"), under penalty of perjury, hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: March 17, 2026.

FURTHER AFFIANT SAYETH NAUGHT.

Manager:

GOVERNMENTAL MANAGEMENT SERVICES L.L.C.

By: Kelly Adams

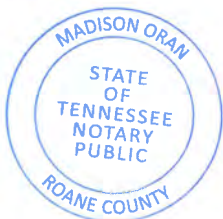
Name: Kelly Adams

Title: Director of HR

STATE OF TENNESSEE
COUNTY OF ROANE

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by Madison Oran, as HR Assistant, of Governmental Management Services-Central Florida L.L.C., who is personally known to me or who produced _____ as identification this 17 day of March, 2026.

(Notary Seal)



Madison Oran
Notary Public

ELEVENTH ORDER OF BUSINESS

D.

Wilford Preserve Community Development District (CDD)

2740 Firethorn Ave, Orange Park, FL 32065

wilfordpreservemanager@gmsnf.com

Memorandum

Date: July 2026
To: Wilford Preserve Board of Supervisors
From: GMS –Sayla Hicks - Wilford Preserve Amenity Manager

Community:

New Fobs/Owners:

Wilford Preserve	2
Wilford Oaks	8

Room Rentals:

- 2 Rental for July

Operations/upcoming:

- Food Truck Friday – July 17th 5-8pm
- No parking passes have been issued for July, due to pool and amenity center being busy for summer.
- CCUA alerted us of a leak – sent to irrigation to check.
- All trash cans in neighborhood community areas have been cleaned and emptied
- Pressure washing was done first week of July around entire building.
- White shade structures in pool area have been pressure washed and cleaned (looks great!)
- Next event will be Back to School Pool party - TBD

- **Weekly/monthly Maintenance:**

- Straighten all patio furniture and wipe down all tables.
- Picked up all/any trash in and around amenity center and grass field.
- Dog park restocked and cleaned up.
- Pool chemicals checked and recorded daily
- Lake Inspections - All lakes inspected monthly – no issues

For questions, comments, or clarification, please contact:

- Sayla Hicks, Wilford Amenity Manager (904) 701-3665 wilfordpreservemanager@gmsnf.com
- Jay Soriano, GMS Operations Manager (904) 274-2450 jsoriano@gmsnf.com

TWELFTH ORDER OF BUSINESS

A.

Wilford Preserve
Community Development District

Unaudited Financial Reporting
June 30, 2026



Wilford Preserve
Community Development District
Combined Balance Sheet
June 30, 2026

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 73,755	\$ -	\$ -	\$ -	\$ 73,755
Due from Other	-	-	-	4,440	4,440
Investments:					
General Fund Custody	563,104	-	-	-	563,104
State Board of Administration (SBA)	2,970	-	66,676	-	69,646
Series 2019					
Reserve	-	213,720	-	-	213,720
Revenue	-	262,137	-	-	262,137
Series 2026					
Reserve	-	224,065	-	-	224,065
Interest	-	129,675	-	-	129,675
Construction	-	-	-	5,790,235	5,790,235
COI	-	-	-	666	666
Prepaid Expenses	633	-	-	-	633
Deposits	1,350	-	-	-	1,350
Total Assets	\$ 641,813	\$ 829,598	\$ 66,676	\$ 5,795,341	\$ 7,333,427
Liabilities:					
Accrued Expenses	\$ 2,549	\$ -	\$ -	\$ -	\$ 2,549
Total Liabilities	\$ 2,549	\$ -	\$ -	\$ -	\$ 2,549
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 633	\$ -	\$ -	\$ -	\$ 633
Deposits	1,350	-	-	-	1,350
Restricted for:					
Debt Service	-	829,598	-	-	829,598
Capital Project	-	-	-	5,795,341	5,795,341
Assigned for:					
Capital Reserve Fund	-	-	66,676	-	66,676
Unassigned	637,281	-	-	-	637,281
Total Fund Balances	\$ 639,264	\$ 829,598	\$ 66,676	\$ 5,795,341	\$ 7,330,878
Total Liabilities & Fund Balance	\$ 641,813	\$ 829,598	\$ 66,676	\$ 5,795,341	\$ 7,333,427

Wilford Preserve
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 673,895	\$ 673,895	\$ 675,151	1,256
Special Assessments - Direct Bill	110,204	38,688	38,688	-
Developer Funded Cheswick South	153,376	-	-	-
Interest Income	6,000	6,000	13,000	7,000
Miscellaneous Income	1,000	750	539	(212)
Total Revenues	\$ 944,475	\$ 719,332	\$ 727,377	8,044

Expenditures:

General & Administrative:

Supervisor Fees	\$ 4,800	\$ 3,600	\$ 3,200	400
FICA Taxes	367	275	245	31
Engineering	6,000	6,000	15,235	(9,235)
Attorney	15,000	11,250	9,628	1,622
Annual Audit	5,200	5,200	5,100	100
Assessment Roll Administration	5,899	5,899	5,899	-
Arbitrage Rebate	600	600	600	-
Dissemination Agent	8,258	6,194	6,194	-
Trustee Fees	7,000	5,250	4,036	1,214
Management Fees	57,974	43,480	43,481	-
Information Technology	1,113	835	835	-
Website Maintenance	1,336	1,002	1,002	-
Telephone	300	225	212	13
Postage	500	500	1,038	(538)
Insurance General Liability	8,208	7,734	7,734	-
Printing	1,200	900	1,132	(232)
Legal Advertising	3,000	3,000	4,428	(1,428)
Other Current Charges	600	450	495	(45)
Office Supplies	100	75	9	66
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 127,630	\$ 102,644	\$ 110,677	(8,032)

Wilford Preserve
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
<u>Operations & Maintenance</u>				
Amenity Center Expenditures				
Insurance	\$ 11,850	\$ 9,916	\$ 9,916	-
General Facility Maintenance	35,000	26,250	10,356	15,894
Amenity Manager	71,285	53,464	53,464	-
Janitorial Services	15,900	11,925	11,925	-
Pool Maintenance	31,800	23,850	23,850	-
Pool Chemicals	20,000	15,000	4,165	10,835
Pool Monitors	25,000	3,604	3,604	-
Security Monitoring	1,235	926	-	926
Security	93,325	69,994	34,993	35,001
Permit Fees	900	675	325	350
Telephone/Cable/Internet	1,000	750	-	750
Electric	25,200	18,900	4,490	14,410
Water/Sewer/Irrigation	55,000	41,250	17,660	23,590
Repairs & Replacements	25,000	18,750	11,534	7,216
Refuse Service	5,040	3,780	3,675	105
Special Events	6,000	4,500	4,073	427
Recreational Passes	2,500	1,875	520	1,355
Office Supplies/Mailings/Printing	600	450	-	450
Subtotal Amenity Center Expenditures	\$ 426,635	\$ 305,859	\$ 194,549	111,309
Ground Maintenance Expenditures				
Landscape Maintenance	\$ 260,000	\$ 195,000	\$ 77,760	117,240
Landscape Contingency	6,000	4,500	1,440	3,060
Irrigation Maintenance	5,000	3,750	605	3,145
Lake Maintenance	26,000	19,500	9,280	10,220
Subtotal Ground Maintenance Expenditures	\$ 297,000	\$ 222,750	\$ 89,085	133,665
Total Operations & Maintenance	\$ 723,635	\$ 528,609	\$ 283,634	244,974
Reserves				
Capital Reserve Fund	\$ 93,210	\$ -	\$ -	-
TOTAL RESERVES	\$ 93,210	\$ -	\$ -	-
Total Expenditures	\$ 944,475	\$ 631,253	\$ 394,311	236,942
Excess (Deficiency) of Revenues over Expenditures	\$ (0)	\$ 88,080	\$ 333,066	(228,898)
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	-
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (0)	\$ 88,080	\$ 333,066	(228,898)
Fund Balance - Beginning	\$ -		\$ 306,198	
Fund Balance - Ending	\$ (0)		\$ 639,264	

Wilford Preserve
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 23,143	\$ 632,539	\$ 2,273	\$ 6,799	\$ 1,662	\$ 4,476	\$ 2,749	\$ 1,511	\$ -	\$ -	\$ -	\$ 675,151
Special Assessments - Direct Bill	-	-	-	-	4,836	2,418	9,673	18,134	3,627	-	-	-	38,688
Developer Funded Cheswick South	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	761	671	498	1,793	2,193	1,821	1,936	1,658	1,669	-	-	-	13,000
Miscellaneous Income	225	-	-	111	50	-	53	100	-	-	-	-	539
Total Revenues	\$ 986	\$ 23,815	\$ 633,036	\$ 4,178	\$ 13,877	\$ 5,900	\$ 16,137	\$ 22,641	\$ 6,807	\$ -	\$ -	\$ -	\$ 727,377

Expenditures:

General & Administrative:

Supervisor Fees	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 200	\$ 200	\$ 400	\$ 400	\$ -	\$ -	\$ -	\$ 3,200
FICA Taxes	31	31	31	31	31	15	15	31	31	-	-	-	245
Engineering	1,790	3,747	1,855	-	125	1,080	290	2,330	4,018	-	-	-	15,235
Attorney	1,600	924	2,020	1,566	817	-	-	-	2,702	-	-	-	9,628
Annual Audit	-	-	-	-	-	5,100	-	-	-	-	-	-	5,100
Assessment Roll Administration	5,899	-	-	-	-	-	-	-	-	-	-	-	5,899
Arbitrage Rebate	-	600	-	-	-	-	-	-	-	-	-	-	600
Dissemination Agent	688	688	688	688	688	688	688	688	688	-	-	-	6,194
Trustee Fees	575	-	3,461	-	-	-	-	-	-	-	-	-	4,036
Management Fees	4,831	4,831	4,831	4,831	4,831	4,831	4,831	4,831	4,831	-	-	-	43,481
Information Technology	93	93	93	93	93	93	93	93	93	-	-	-	835
Website Maintenance	111	111	111	111	111	111	111	111	111	-	-	-	1,002
Telephone	6	22	40	49	5	37	14	25	14	-	-	-	212
Postage	63	38	106	71	41	140	65	88	428	-	-	-	1,038
Insurance General Liability	7,734	-	-	-	-	-	-	-	-	-	-	-	7,734
Printing	15	47	83	23	44	34	43	20	823	-	-	-	1,132
Legal Advertising	82	3,089	-	82	82	175	90	63	767	-	-	-	4,428
Other Current Charges	-	34	47	70	61	107	46	83	46	-	-	-	495
Office Supplies	0	0	3	0	0	3	0	1	1	-	-	-	9
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 24,094	\$ 14,656	\$ 13,769	\$ 8,015	\$ 7,330	\$ 12,614	\$ 6,487	\$ 8,763	\$ 14,951	\$ -	\$ -	\$ -	\$ 110,677

Wilford Preserve
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Amenity Center Expenditures													
Insurance	\$ 9,916	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	9,916
General Facility Maintenance	706	1,111	1,794	3,158	764	1,191	1,191	116	324	-	-	-	10,356
Amenity Manager	5,940	5,940	5,940	5,940	5,940	5,940	5,940	5,940	5,940	-	-	-	53,464
Janitorial Services	1,325	1,325	1,325	1,325	1,325	1,325	1,325	1,325	1,325	-	-	-	11,925
Pool Maintenance	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	-	-	-	23,850
Pool Chemicals	922	87	737	387	87	916	-	944	84	-	-	-	4,165
Pool Monitors	-	-	-	175	-	852	-	895	1,682	-	-	-	3,604
Security Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Security	3,604	3,823	3,867	3,879	3,324	4,940	3,561	4,510	3,486	-	-	-	34,993
Permit Fees	-	-	-	-	-	-	-	-	325	-	-	-	325
Telephone/Cable/Internet	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric	534	512	493	476	493	404	500	527	553	-	-	-	4,490
Water/Sewer/Irrigation	2,612	1,604	1,620	1,548	1,582	1,911	2,372	1,836	2,576	-	-	-	17,660
Repairs & Replacements	-	3,292	-	610	-	129	-	1,582	5,922	-	-	-	11,534
Refuse Service	576	334	336	336	330	333	355	705	369	-	-	-	3,675
Special Events	525	749	350	199	845	730	-	-	675	-	-	-	4,073
Recreational Passes	520	-	-	-	-	-	-	-	-	-	-	-	520
Office Supplies/Mailings/Printing	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Amenity Center Expenditures	\$ 29,831	\$ 21,428	\$ 19,112	\$ 20,683	\$ 17,341	\$ 21,320	\$ 17,894	\$ 21,029	\$ 25,912	\$ -	\$ -	\$ -	194,549
Ground Maintenance Expenditures													
Landscape Maintenance	\$ 8,640	\$ 8,640	\$ 8,640	\$ 8,640	\$ 8,640	\$ 8,640	\$ 8,640	\$ 8,640	\$ 8,640	\$ -	\$ -	\$ -	77,760
Landscape Contingency	720	-	-	-	-	-	720	-	-	-	-	-	1,440
Irrigation Maintenance	-	605	-	-	-	-	-	-	-	-	-	-	605
Lake Maintenance	870	2,320	870	870	870	870	870	870	870	-	-	-	9,280
Streetlighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Ground Maintenance Expenditures	\$ 10,230	\$ 11,565	\$ 9,510	\$ 9,510	\$ 9,510	\$ 9,510	\$ 10,230	\$ 9,510	\$ 9,510	\$ -	\$ -	\$ -	89,085
Total Operations & Maintenance	\$ 40,061	\$ 32,993	\$ 28,622	\$ 30,193	\$ 26,851	\$ 30,830	\$ 28,124	\$ 30,539	\$ 35,422	\$ -	\$ -	\$ -	283,634
Reserves													
Capital Reserve Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTAL RESERVES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 64,154	\$ 47,649	\$ 42,390	\$ 38,208	\$ 34,180	\$ 43,444	\$ 34,611	\$ 39,302	\$ 50,372	\$ -	\$ -	\$ -	394,311
Excess (Deficiency) of Revenues over Expenditures	\$ (63,168)	\$ (23,834)	\$ 590,646	\$ (34,030)	\$ (20,303)	\$ (37,544)	\$ (18,474)	\$ (16,661)	\$ (43,565)	\$ -	\$ -	\$ -	333,066
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (63,168)	\$ (23,834)	\$ 590,646	\$ (34,030)	\$ (20,303)	\$ (37,544)	\$ (18,474)	\$ (16,661)	\$ (43,565)	\$ -	\$ -	\$ -	333,066

Wilford Preserve
Community Development District
Debt Service Fund Series 2019
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 521,627	\$ 521,627	\$ 520,775	\$ (852)
Interest Income	10,000	10,000	16,749	6,749
Total Revenues	\$ 531,627	\$ 531,627	\$ 537,523	\$ 5,896
Expenditures:				
Interest -11/1	\$ 182,725	\$ 182,725	\$ 182,725	\$ -
Interest - 5/1	182,725	182,725	182,725	-
Principal - 5/1	160,000	160,000	160,000	-
Total Expenditures	\$ 525,450	\$ 525,450	\$ 525,450	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 6,177	\$ 6,177	\$ 12,073	\$ 5,896
Net Change in Fund Balance	\$ 6,177	\$ 6,177	\$ 12,073	\$ 5,896
Fund Balance - Beginning	\$ 255,984		\$ 463,784	
Fund Balance - Ending	\$ 262,161		\$ 475,858	

Wilford Preserve

Community Development District

Debt Service Fund Series 2026

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
Revenues:				
Bond Proceeds	\$ -	\$ -	\$ 353,740	\$ 353,740
Interest Income	-	-	-	-
Total Revenues	\$ -	\$ -	\$ 353,740	\$ 353,740
Expenditures:				
Interest -11/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	-	-	-	-
Principal - 5/1	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 353,740	\$ 353,740
Net Change in Fund Balance	\$ -	\$ -	\$ 353,740	\$ 353,740
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 353,740	

Wilford Preserve
Community Development District
Statement of Revenues and Expenditures

Capital Projects Funds

For The Period Ending June 30, 2026

Description	SE 2019A	SE 2026
<u>Revenues</u>		
Bond Proceeds	\$ -	\$ 6,136,260
Interest Income	-	-
Transfer In	-	-
Total Revenues	\$ -	\$ 6,136,260
<u>Expenditures</u>		
Capital Outlay	\$ -	\$ -
Underwriter's Discount	-	129,800
Cost of Issuance	-	215,560
Transfer Out	-	-
Total Expenditures	\$ -	\$ 345,360
Excess Revenues (Expenditures)	\$ -	\$ 5,790,901
Beginning Fund Balance	\$ 4,440	\$ -
Ending Fund Balance	\$ 4,440	\$ 5,790,901

Wilford Preserve
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
Revenues				
Interest Income	\$ 2,000	\$ 2,000	\$ 2,413	\$ 413
Capital Reserve Funding	93,210	-	-	-
Total Revenues	\$ 95,210	\$ 2,000	\$ 2,413	\$ 413
Expenditures:				
Capital Outlay	\$ 10,000	\$ 10,000	\$ 35,634	\$ (25,634)
Total Expenditures	\$ 10,000	\$ 10,000	\$ 35,634	\$ (25,634)
Excess (Deficiency) of Revenues over Expenditures	\$ 85,210		\$ (33,221)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 85,210		\$ (33,221)	
Fund Balance - Beginning	\$ 98,495		\$ 99,897	
Fund Balance - Ending	\$ 183,705		\$ 66,676	

Wilford Preserve
Community Development District
Long Term Debt Report

Series 2019A, Special Assessment Bonds			
Interest Rate:	4.6% - 5.2%		
Maturity Date:	11/1/2049		
Reserve Fund Definition	35% of Maximum Annual Debt Service		
Reserve Fund Requirement	\$	213,720	
Reserve Fund Balance		213,720	
BONDS OUTSTANDING - 11/1/2019		\$	7,985,000
Less: May 1, 2020			(120,000)
Less: November 1, 2020			(20,000)
Less: May 1, 2021			(125,000)
Less: May 1, 2022			(130,000)
Less: May 1, 2023			(135,000)
Less: May 1, 2024			(145,000)
Less: May 1, 2025			(150,000)
Less: May 1, 2026			(160,000)
Current Bonds Outstanding		\$	7,000,000

Series 2026, Special Assessment Bonds			
Interest Rate:	4.1% - 5.8%		
Maturity Date:	5/1/2056		
Reserve Fund Definition	50% of Maximum Annual Debt Service		
Reserve Fund Requirement	\$	224,065	
Reserve Fund Balance		224,065	
BONDS OUTSTANDING - 6/18/2026		\$	6,490,000
Current Bonds Outstanding		\$	6,490,000

B.

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Summary of Assessment Receipts

ASSESSED	# UNITS ASSESSED	SERIES 2019A DEBT ASMT	O&M ASMT	TOTAL ASSESSED
RESIDENTS - CHESWICK	97	-	110,203.93	110,203.93
DREAM FINDERS - CHESWICK	135	-	153,376.61	153,376.61
TOTAL DIRECT CHESWICK	232	-	263,580.54	263,580.54
NET ASSESSMENTS TAX ROLL	593	519,803.94	673,892.91	1,193,696.85
TOTAL ASSESSED	825	519,803.94	937,473.45	1,457,277.39

DUE / RECEIVED	BALANCE DUE	DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
RESIDENTS	71,516.38	-	38,687.55	38,687.55
DREAM FINDERS	153,376.61	-	-	-
TOTAL DIRECT	224,892.99	-	38,687.55	38,687.55
NET ASSESSMENTS TAX ROLL	(2,229.07)	520,774.60	675,151.32	1,195,925.92
TOTAL ASSESSED	222,663.92	520,774.60	713,838.87	1,234,613.47

DIRECT INVOICES ARE DUE 4/30/26

SUMMARY OF TAX ROLL RECEIPTS				
CLAY COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2019A DEBT RECEIPTS	O&M RECEIPTS	AMOUNT RECEIVED
1	11/6/2025	954.53	1,237.48	2,192.01
2	11/20/2025	6,423.18	8,327.25	14,750.43
3	11/26/2025	10,473.65	13,578.43	24,052.08
4	12/5/2026	486,652.34	630,913.97	1,117,566.31
5	12/19/2026	1,253.21	1,624.70	2,877.91
6	01/15/2026	1,753.46	2,273.25	4,026.71
7	02/11/2026	5,244.02	6,798.55	12,042.57
8	03/5/2026	1,281.68	1,661.61	2,943.29
9	04/15/2026	3,452.72	4,476.23	7,928.95
10	05/20/2026	2,120.06	2,748.53	4,868.59
11	06/5/2026	1,165.75	1,511.32	2,677.07
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
TOTAL TAX ROLL RECEIPTS		520,774.60	675,151.32	1,195,925.92

PERCENT COLLECTED TAX ROLL	100%	100%	100%
PERCENT COLLECTED DIRECT	0%	15%	15%

C.

WILFORD PRESERVE
Community Development District

Check Register Summary

June 30, 2026

Fund	Date	Check No.	Amount
General Fund			
<i>Payroll</i>	6/17/26	50033-50034	\$ 369.40
Sub-Total			\$369.40
<i>Accounts Payable</i>	6/11/26	951-958	\$ 16,609.43
	6/16/26	659-965	24,075.02
	6/22/26	966-967	4,241.33
	6/30/26	968-970	1,146.58
Sub-Total			\$ 46,072.36
Total			\$ 46,441.76

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50033	1	GARY A MCKEE	184.70	6/17/2026
50034	2	ROBERT C KEEFE	184.70	6/17/2026
TOTAL FOR REGISTER			369.40	

Attendance Sheet

District Name: Wilford Preserve CDD

Board Meeting Date: June 16, 2026

	Name	In Attendance	Fee
1	Louis Cowling	✓	N/A
2	Daniel Zaremba	✓	N/A
3	Alex Pinto	✓	N/A
4	Robert Keefe	✓	\$200
5	Gary McKee	✓	\$200

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

June 16, 2026
Date

PLEASE RETURN COMPLETED FORM TO DANIEL LAUGHLIN

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
6/11/26	00052	5/28/26 1003	202606 320-57200-49400 DJ - 6/6 SUMMER EVENT	JOSE M LOPEZ	*	330.00	330.00 000951
6/11/26	00001	6/01/26 242	202606 310-51300-34000 JUN MANAGEMENT FEES		*	4,831.17	
		6/01/26 242	202606 310-51300-35200 JUN WEBSITE ADMIN		*	111.33	
		6/01/26 242	202606 310-51300-35100 JUN INFORMATION TECH		*	92.75	
		6/01/26 242	202606 310-51300-31300 JUN DISSEMINATION SVC		*	688.17	
		6/01/26 242	202606 310-51300-51000 OFFICE SUPPLIES		*	.51	
		6/01/26 242	202606 310-51300-42000 POSTAGE		*	8.88	
		6/01/26 242	202606 310-51300-42500 COPIES		*	102.60	
		6/01/26 242	202606 310-51300-41000 TELEPHONE		*	13.79	
			GOVERNMENTAL MANAGEMENT SERVICES				5,849.20 000952
6/11/26	00001	5/31/26 245	202603 330-57200-41100 WATER COOLER SERVICES		*	399.99	
		5/31/26 245	202603 330-57200-41100 FL POOL RULES SIGN		*	43.82	
		5/31/26 245	202603 330-57200-41100 ROAD TRAFFIC SIGNS		*	202.05	
		5/31/26 245	202603 320-57200-49400 EASTER DECOR/FILLED EGGS		*	260.95	
		5/31/26 245.APR	202604 320-57200-49400 EASTER CANDY		*	83.92	
			GOVERNMENTAL MANAGEMENT SERVICES				990.73 000953
6/11/26	00026	6/01/26 443350	202606 320-57200-49600 JUN CLOUD MGMT SERVICES		*	85.00	
			HI-TECH SYSTEM ASSOCIATES				85.00 000954
6/11/26	00011	6/04/26 26-00207	202606 310-51300-48000 NOTICE-RULE DEVELOPMENT		*	92.75	
			JACKSONVILLE DAILY RECORD				92.75 000955
6/11/26	00011	6/04/26 26-00208	202606 310-51300-48000 NOTICE OF MEETING-6/16		*	81.75	
			JACKSONVILLE DAILY RECORD				81.75 000956
			WILP WILFORD PRES TLEE				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
6/11/26	00018	5/13/26 6506	202605 310-51300-31100 PROF SRVS THUR 05/10/26	TAYLOR & WHITE INC	*	540.00	540.00 000957
6/11/26	00016	6/01/26 1190759	202606 330-57200-42000 JUN LANDSCAPE MAINTENANCE	YELLOWSTONE LANDSCAPE	*	8,640.00	8,640.00 000958
6/16/26	00053	6/10/26 3415	202606 330-57200-41100 BREAK LINE/POOL LIGHT REP	BLUE SOLUTIONS INC	*	5,000.00	5,000.00 000959
6/16/26	00001	6/01/26 243	202606 320-57200-41000 JUN FIELD OPS MGMT		*	5,940.42	
		6/01/26 243	202606 320-57200-45500 JUN JANITORIAL SERVICES		*	1,325.00	
		6/01/26 243	202606 320-57200-46500 JUN POOL MAINTENANCE SVCS		*	2,650.00	
		6/01/26 243	202606 320-57200-46510 POOL CHEMICALS-TILE SOAP		*	84.32	
		6/01/26 243	202606 330-57200-41100 POOL REPAIR-TORO VALVE		*	98.91	
		6/01/26 243	202606 330-57200-41100 POOL REPAIR-HOSE BIB		*	22.98	
		6/01/26 243	202606 330-57200-41100 POOL REPAIR-VACCUM BREAK		*	154.20	
			GOVERNMENTAL MANAGEMENT SERVICES				10,275.83 000960
6/16/26	00011	6/11/26 26-00217	202606 310-51300-48000 NTC-RULEMAKING/PROCEDURES	JACKSONVILLE DAILY RECORD	*	145.00	145.00 000961
6/16/26	00021	6/11/26 3760794	202603 310-51300-31500 MAR GENERAL COUNSEL		*	1,099.54	
		6/11/26 3760794	202604 310-51300-31500 APR GENERAL COUNSEL		*	1,602.00	
			KUTAK ROCK LLP				2,701.54 000962
6/16/26	00033	6/12/26 2188773	202606 330-57200-46000 JUN LAKE MAINTENANCE	THE LAKE DOCTORS INC	*	870.00	870.00 000963
6/16/26	00020	5/31/26 26	202605 320-57200-46530 MAY POOL MONITOR SERVICES	RIVERSIDE MANAGEMENT SERVICES	*	1,681.67	1,681.67 000964

WILP WILFORD PRES TLEE

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
6/16/26	00035	6/01/26 11971	202606 320-57200-49600	JUN26 SECURITY SERVICES	*	3,400.98	
				SECURITY DEVELOPMENT GROUP LLC			3,400.98 000965
6/22/26	00054	6/19/26 68190	202606 310-51300-42500	MAILED NOTICE PRINTING	*	719.99	
		6/19/26 68190	202606 310-51300-42000	POSTAGE	*	418.84	
				CHEROKEE PRINTING INC			1,138.83 000966
6/22/26	00018	6/17/26 6542	202606 310-51300-31100	PROF SRVS THUR 06/14/26	*	3,102.50	
				TAYLOR & WHITE INC			3,102.50 000967
6/30/26	00001	6/17/26 246	202605 320-57200-45000	MAY GEN FACILITY MAINT	*	324.08	
				GOVERNMENTAL MANAGEMENT SERVICES			324.08 000968
6/30/26	00011	6/25/26 26-00235	202606 310-51300-48000	NTC FY27 BUDGET/BOS MTG	*	447.50	
				JACKSONVILLE DAILY RECORD			447.50 000969
6/30/26	00018	6/17/26 6541	202606 310-51300-31100	PROF SRVS THUR 06/14/26	*	375.00	
				TAYLOR & WHITE INC			375.00 000970
TOTAL FOR BANK A						46,072.36	
TOTAL FOR REGISTER						46,072.36	

INVOICE

Florida Pop-Up LLC

4109 Heatherbrook Pl
Middleburg, FL 32068-4168

Oakleafpopup@gmail.com

+1 (904) 563-1694

<https://OakleafPopUp.com>

Bill to

Sayla Hicks

Wilford Preserve CDD

2736 Firethorn Ave

Orange Park, FL 32073

Invoice details

Invoice no.: 1003

Terms: Due on receipt

Invoice date: 05/28/2026

Due date: 06/05/2026

#	Product or service	Description	Qty	Rate	Amount
1.	DJ With Games		1	\$330.00	\$330.00

Total

\$330.00

Ways to pay

VISA  DISCOVER  AMEX BANK  PayPal  VENMO  AFFIRM

Poolside Event DJ (2 Hours) 1-3pm on June 6th

View and pay

Approved by:
Sayla Hicks
6/1/26
1.320.57200.49400
DJ for summer party

RECEIVED

By Tara Lee at 8:01 am, Jun 04, 2026

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

Invoice #: 242
Invoice Date: 6/1/26
Due Date: 6/1/26
Case:
P.O. Number:

Willford Preserve CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Balance Due	\$5,849.20
-------------	------------

By Tara Lee at 10:29 am, Jun 09, 2026

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

Invoice #: 245
Invoice Date: 5/31/26
Due Date: 5/31/26
Case:
P.O. Number:

Wilford Preserve CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Balance Due	\$990.73
-------------	----------

By Tara Lee at 8:03 am, Jun 05, 2026

march WP

Order PWC-82607



Date Ordered:

2/26/2026

Order Number:

PWC-82607

Pittsburgh Water Cooler Service, Inc.

1006 Glenn Ave

PO Box 437

Glenshaw, PA 15116

Billing Address

Jay Soriano

GMS llc

475 west town place

St. Augustine, FL 32092 - US

9043421441

jsoriano@gmsnf.com

SHIPPING ADDRESS

Jay Soriano

GMS llc

370 Oakleaf Village Parkway

Orange Park, FL 32065 - US

Shipping Method:

Ground Shipping (2.95lbs.)

Payment Type:

Online Credit Card

Item ID	ITEMS	PRICE	QTY	TOTAL
1000004305	Elkay 1000004305 - Water Cooler Solenoid Valve with Regular Kit for EZ Drinking Fountain	\$94.30	2	\$188.60
51300C	Elkay 51300C EZH2O Filter Replacement, Water Sentry Plus	\$93.49	2	\$186.98

Subtotal: \$375.58

Discount(s): \$0.00

Taxes: \$24.41

Shipping : \$0.00

TOTAL: \$399.99



194-ORANGE PARK-SCP DIST.
8601 YOUNGERMAN CT UNIT 2
JACKSONVILLE, FL 32244-8927
Phone 904-739-3511
Fax 904-908-6983

INVOICE

EMERGENCY RESPONSE #

1-800-424-9300

march WP



INVOICE #	CS223295
ORDER #	CS232655
DATE	02/27/26
PAGE	1 of 1

BILL TO

277676
WILFORD PRESERVE CDD
475 W TOWN PL
SAINT AUGUSTINE, FL 32092-3648

SHIP TO

194-ORANGE PARK-SCP DIST.
8601 YOUNGERMAN CT UNIT 2
JACKSONVILLE, FL 32244-8927

CUSTOMER P/O NUMBER	SHIP VIA PRIORITY PICK	WRITTEN BY LARRY HORNE(194)	ORDER DATE 02/27/26
CUSTOMER RELEASE NUMBER	FREIGHT TERMS 02 IN/OUTBOUND	PAYMENT TERMS 100% PREPAYMENT PICK-UP	DUE DATE
JOB / SHIP-TO NAME WILFORD PRESERVE CDD	PURCHASING AGENT	CONTACT JAY SORIANO	PHONE 904-274-2450

LN#	PRODUCT	HM	DESCRIPTION	U/M	OPEN	PCK-QTY	SHQ-QTY	B/O	PRICE	EXTENSION
1	PSL-42-3835		PS259-2436FL FL-3 24"x36" SIGN FLORIDA POOL RULES	EA	1	1	1	0	43.82	43.82

Credit Card Receipt
194-ORANGE PARK-SCP DIST.
JACKSONVILLE, FL 32244-8927

02/27/26 12:26:52
Merch ID: Pool_US_SCP_POS
Term ID: M400-806859461 194-01
PSP Reference: MPSM8FQ47PVNRCB9
AMEX Sale

Card # 3053
Approval Code: 884413
Entry Method: ICC

Sale Amount \$43.82

Signature X
I AGREE TO PAY ABOVE TOTAL AMOUNT OF EACH CHARGE
LIST ACCORDING TO THE CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)
ALL SALES ARE SUBJECT TO COMPANY CREDIT/RETURN
POLICY AT <http://scppool.com/sales-return-policy>

PLACARDS SUPPLIED-YES___ NO___ REFUSED___

MERCHANDISE TOTAL	DISCOUNTS	MISC CHARGES	SALES TAX	INBOUND FREIGHT	OUTBOUND FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
43.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	43.82

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the department of transportation.

SIGNATURE: LARRY HORNE(194)

Subject to our terms at <http://www.poolcorp.com/dealer-terms-conditions>

SIGNATURE: _____

RECEIVED BY: _____

Cust#: 277676 Cust Name: WILFORD PRESERVE CDD
Inv#: CS223295 Invoice Date: 02/27/26 Invoice Amount: \$43.82

Remit To:
SCP DISTRIBUTORS LLC
PO BOX 530653
ATLANTA, GA 30353-0653

march - WP



A SmartSign Store
Billing: (718) 797-1900 x117
Sales: (800) 952-1457

Invoice

Questions? Call (888) 343-3771

Bill To	Ship To
Jay Soriano GMS LLC 475 W. Town Pl., Suite 114 Suite 114 St Augustine, FL 32068 Phone: 904 274 2450 Email: jsoriano@gmsnf.com	Jay Soriano 3535 spindlestone ct Middleburg, FL 32068 United States Phone: 904 562 0249

Terms: Due on Receipt	Order No.: RTS-360219	Date: March 03, 2026	Ship by: Regular Ground	PO Number: Wilford
CC: AmExCard	Name: Jay Soriano	Card # *****3053	Expiry: 12/26	

Item Description	Unit Price	Qty.	Amount
1.  15 MPH Size: 12" x 12" Part #: HI-12x12 · HTC Code: 8310.00.0000 Adders: + 3M SmartShield POF Laminate – Superior protection against Fading and Graffiti.	\$17.2340/Sign Package: 1 Sign \$11.45/Sign	6 Signs 6	\$103.40 \$68.70
Item Total :			\$172.10

The amount shown on this invoice are in US Dollars.

Please make checks payable to SmartSign and mail to the following address:

Xpressmyself.Com LLC
P.O. Box # 24599
New York, NY 10087

If you will be sending remittances via overnight express mail, please remit to:

JPMorgan Chase - Lockbox Processing
Attn: Xpressmyself.com LLC & 24599

Product Subtotal :	\$172.10
Shipping Charges:	\$31.86
Tax:	\$15.30
Discount:	\$17.21
Order Total (in US Dollars):	<u>\$202.05</u>

March WP



SH



Deals

Easter

St. Patrick's Day

Party Supplies

Toys & Games

Crafts

Teaching Supplies

Faith

Candy

Search Products



FREE SHIPPING ON ORDERS \$25+

CLICK TO APPLY



Easter Sale
– Up to 50% Off



Flo's Deals
– Up to 50% Off



Easter Headquarters
– Shop All



St. Patrick's Day Sa
– Up to 50% Off

Thank you for your order!

An order confirmation email will be sent to wilfordpreservemanager@gmsnf.com

If you have any questions about your order, please contact us at orders@oriental.com or 1-800-875-8480

Order Number 741449744

Order Date 3/6/26

Ship To

Jay Soriano
370 Oakleaf Village Pkwy
Orange Park, FL 32065 US

📞 904-274-2450

EMAIL ADDRESS:

wilfordpreservemanager@gmsnf.com

Billing Information

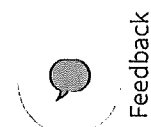
Jay Soriano
c/o GMS LLC
475 W Town Pl, Suite 114
SAINT AUGUSTINE, FL 32092 US

📞 904-274-2450

PAYMENT METHOD:

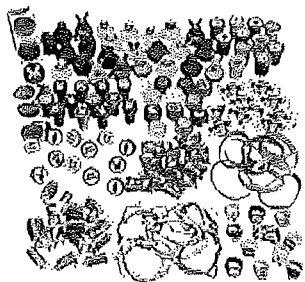
 XXXX-XXXX-XXXX-3053

Your card will be billed as OTC Brands, Inc.



5-7 Business Days

ECONOMY (FREE)

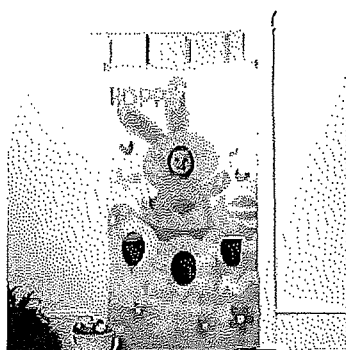


Bulk 500 Pc. Bulk Easter Egg Filler Candy & Toy Assortment

500 Piece(s) #13788365

\$124.99

Quantity: 1



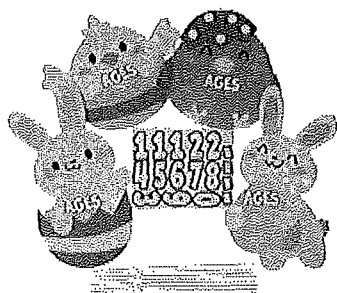
39" x 72" Easter Whimsy Polyester Photo Booth Backdrop Door Banner

1 Piece(s) #14634350

\$9.28

was ~~\$14.99~~ 38% OFF

Quantity: 1



16" - 24" Easter Whimsy Egg Hunt Age Range Single-Sided Plastic Yard Signs - 4 Pc.

4 Piece(s) #14634344

\$13.48

was ~~\$21.99~~ 38% OFF

Quantity: 1



SH



Deals

Easter

St. Patrick's Day

Party Supplies

Toys & Games

Crafts

Teaching Supplies

Faith

Candy



ORDER SUMMARY

Item Count:	4
Item Subtotal:	\$ 247.74
Discount:	- \$ 5.00
Shipping:	FREE
Sales Tax:	\$ 18.21
<u>Tax Exempt Organization?</u>	
ORDER TOTAL:	\$ 260.95

YOUR OFFER:

 **FREE SHIPPING & \$5 OFF ****Restrictions Apply [See Details](#)

PRINT RECEIPT

Recently Viewed

APRIL - WP

Walmart *

WM Supercenter

904-934-6902 Mr. BRIAN

10000 OHNI DR

JACKSONVILLE FL 32222

ST# 04621 QPH 003263 TEN 14 TRN 02163

* TAX EXEMPT SALE *

HERDS VTY 90 079200081890 F

2 AT 1 FOR 19.82 39.64 D

JRTWIZZAST 010700869090 F

3 AT 1 FOR 11.98 35.94 D

TOOTSTIE ROLL 071720268070 F 8.34 N

Tax ID: 85-8012611046C-7

GOVERNMENT

GOVERNMENT, LOCAL

\$83.92

Single Purchase Exemption

Consumer's Certificate of Exemption

DR-14

Issued Pursuant to Chapter 212,

Florida Statute

Certificate Number: 85-8012611046C-7

Expiration Date:

This Certifies that:

DOUBLE BRANCH COMMUNITY DEVELOPMENT

476 W TOWN PL STE 114

ST AUGUSTINE FL 32092

is exempt from the payment of Florida

sales and use tax on real property

rented, transient rental property

rented, tangible personal property

purchased or rented, or services

purchased.

* TAX EXEMPT SALE *

04/03/26 14:59:58



Tallahassee, FL 32308
2498 Centerville Rd.

Bill to:

Wilford Preserve
475 West Town Place Ste 114
Saint Augustine, FL 32092

[Click Here to Pay Online!](#)

Invoice

Invoice #: 443350
Invoice Date: 06/01/2026
Completed: 06/02/2026
Terms: Due On Receipt
Bid#:

475 West Town Place
Ste 114

HiTechFlorida.com

Description	Qty	Rate	Amount
9-12161-ACC-1 - Access Control System - Wilford Preserve - 2740 Cheswick Oaks Ave, Orange Park, FL			
Enterprise Cloud Device Management Service	1.00	\$85.00	85.00
Sales Tax			0.00

RECEIVED

By Tara Lee at 2:12 pm, Jun 03, 2026

Approved by:
Sayla Hicks
6/3/26
1.320.57200.49600

Tech Resolution Note:

Thank you for choosing Hi-Tech!

To review or pay your account online, please visit our online bill payment portal at [Hi-Tech Customer Portal](#). You will need your customer number and billing zip code to create a new login.

Support@hitechflorida.com
Office: 850-385-7649

Total	\$85.00
Payments	\$0.00
Balance Due	\$85.00

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 2177
Jacksonville, FL 32203
(904) 356-2466

INVOICE

June 4, 2026

Date

Attn: Courtney Hogge
GMS, LLC
475 West Town Place, Ste 114
Saint Augustine FL 32092

Serial # 26-00207C	PO/File #	\$92.75
Notice of Rule Development		Payment Due
		\$92.75
Wilford Preserve Community Development District		Publication Fee
Case Number		Amount Paid
Publication Dates 6/4		
County Clay		

*Payment is due before
the Proof of Publication
is released.*

Payment Due Upon Receipt
For your convenience, you
may remit payment online at
[www.jaxdailyrecord.com/
send-payment](http://www.jaxdailyrecord.com/send-payment).

If your payment is being
mailed, please reference
Serial # 26-00207C on your
check or remittance advice.

RECEIVED

By Tara Lee at 3:36 pm, Jun 04, 2026

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter.
Please remit any payment due upon receipt of this invoice.

**NOTICE OF RULE
DEVELOPMENT BY THE
WILFORD PRESERVE
COMMUNITY
DEVELOPMENT DISTRICT**

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

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

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

A copy of the proposed revised Rules of Procedure and the related incorporated documents, if any, may be obtained by contacting the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 (the "District Manager's Office").

Marilee Giles, District Manager
Wilford Preserve Community
Development District
Jun. 4 00 (26-00207C)

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 2177
Jacksonville, FL 32203
(904) 356-2466

INVOICE

June 4, 2026

Date

Attn: Courtney Hogge
GMS, LLC
475 West Town Place, Ste 114
Saint Augustine FL 32092

Serial #	26-00208C	PO/File #		\$81.75
				Payment Due
Notice of Board of Supervisors Meeting				
				\$81.75
Wilford Preserve Community Development District				Publication Fee
Case Number				Amount Paid
Publication Dates	6/4			
County	Clay			

*Payment is due before
the Proof of Publication
is released.*

Payment Due Upon Receipt
For your convenience, you
may remit payment online at
[www.jaxdailyrecord.com/
send-payment](http://www.jaxdailyrecord.com/send-payment).

If your payment is being
mailed, please reference
Serial # 26-00208C on your
check or remittance advice.

RECEIVED

By Tara Lee at 3:36 pm, Jun 04, 2026

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Please remit any payment due upon receipt of this invoice.

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

**WILFORD PRESERVE
COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF BOARD OF
SUPERVISORS MEETING**

Notice is hereby given that the Board of Supervisors ("Board") of the Wilford Preserve Community Development District ("District") will hold a regular meeting on Tuesday, June 16, 2026, at 1:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065, where the Board may consider any business that may properly come before it ("Meeting"). An electronic copy of the agenda may be obtained by contacting the office of the District Manager, c/o Governmental Management Services, LLC, at (904) 940-5850 or mgiles@gmsnf.com ("District Manager's Office") and is also expected to be available on the District's website, www.WilfordPreserveCDD.com, at least seven days prior to the meeting.

The meeting will be conducted in accordance with the provisions of Florida law for community development districts and will be open to the public. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting.

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

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

Marilee Giles
District Manager
Jun. 4 00 (26-00208C)

INVOICE

FOR PROFESSIONAL SERVICES RENDERED

Taylor & White, Inc.

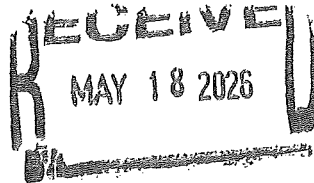
Civil Design & Consulting Engineers

9556 Historic Kings Road South - Suite 102 - Jacksonville, Florida 32257 - (904) 346-0671 - www.TaylorandWhite.com



PROFESSIONAL CIVIL ENGINEERING SERVICES

Wilford Preserve CDD
Attn: Bernadette Peregrino
District Accountant
475 West Town Place, Suite 114
St. Augustine, FL 32092



Invoice number 6506
Date 05/13/2026

Project 16050.1 WILFORD PRESERVE CDD

Invoice Amount:

\$540.00

Professional Services Rendered through 05/10/2026. ~PAYMENT TERMS: NET 10 DAYS~
Project Manager: D. Glynn Taylor, P.E. - Principal: D. Glynn Taylor, P.E. *Denotes Hourly Task

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Percent Complete	Current Billed
*PHASE 2A REVISIONS CLOSED	0.00	24,515.00	24,515.00	0.00	0.00
ADDITIONAL SUPPLEMENTAL ENGINEER'S REPORT-CLOSED	5,000.00	5,000.00	5,000.00	100.00	0.00
*TEMPORARY SALES TRAILER	0.00	565.00	565.00	0.00	0.00
ENGINEER'S SUPPLEMENTAL REPORT (LS)-CLOSED	5,000.00	5,000.00	5,000.00	100.00	0.00
*DISTRICT ENGINEER-HRLY-NTE	60,000.00	119,971.25	120,511.25	200.85	540.00
*CONSTRUCTION OBSV/CERTS-HRLY-NTE	75,000.00	117,810.18	117,810.18	157.08	0.00
*PURCHASING AGENT-HRLY	24,200.00	20,605.00	20,605.00	85.14	0.00
*STORMWATER & WASTEWATER 20 YEAR NEEDS ANALYSIS	10,000.00	5,430.00	5,430.00	54.30	0.00
*AMENITY CENTER MODIFICATION-CLOSED	0.00	23,740.00	23,740.00	0.00	0.00
*SLEEVING PLAN-CLOSED	0.00	2,898.75	2,898.75	0.00	0.00
*BOUNDARY AMENDMENT PHASE- HRLY	0.00	0.00	0.00	0.00	0.00
*PROJECT ADMIN. & COORDINATION-HRLY-NTE	10,000.00	15,271.25	15,271.25	152.71	0.00
REIMBURSABLES	0.00	10,393.07	10,393.07	0.00	0.00
Total	189,200.00	351,199.50	351,739.50	185.91	540.00

*District Engineer-HRLY-NTE

	Units	Billed Amount
Jane M. White REQ NO 216	0.50	40.00
Richard "JJ" Edwards Read the distributed PLOM with comments.	4.00	500.00

RECEIVED

By Tara Lee at 8:28 am, Jun 01, 2026

Phase subtotal 540.00
subtotal 4.50 540.00

Invoice total **540.00**

**Bill To:**

Wilford Preserve CDD
c/o Governmental Management Services, LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092

Property Name: Wilford Preserve CDD

Address: Sycamore Way
Orange Park, FL 32073

INVOICE

INVOICE #	INVOICE DATE
1190759	6/1/2026
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: July 1, 2026

Invoice Amount: \$8,640.00

Description	Current Amount
Monthly Landscape Maintenance June 2026	\$8,640.00

RECEIVED

By Tara Lee at 2:13 pm, Jun 03, 2026

Invoice Total **\$8,640.00**

Approved by:
Sayla Hicks
6/3/26
1.330.57200.42000

Should you have any questions or inquiries please call (386) 437-6211.

Blue Solutions Inc
2343 Conciliation Ln
Green Cove Springs, FL
32043-9472 USA
+19044498191
Blue_Solutions@comcast.net
www.bluesolutionspools.com

Invoice

BILL TO
Wilford Preserve CDD
475 W TownPI
St A 32092

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3415	06/10/2026	\$5,000.00	06/11/2026	Due on receipt	

DESCRIPTION	QTY	RATE	AMOUNT
Labor Remove Break Line Caulking and refilling Break Line. Sand deck to fix gaps between pavers. Repair gaps between tiles	1	3,500.00	3,500.00
service:Pool Light Remove and replace broken light.	1	1,500.00	1,500.00

BALANCE DUE

\$5,000.00

Ways to pay



[View and pay](#)

Per Jay code to:
Repair & Replacements
001.330.57200.41100
6.10.26

RECEIVED

By Tara Lee at 10:33 am, Jun 11, 2026

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 243
Invoice Date: 6/1/26
Due Date: 6/1/26
Case:
P.O. Number:

Bill To:
Willford Preserve CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Management - June 2026		5,940.42	5,940.42
Janitorial - June 2026		1,325.00	1,325.00
Pool Maintenance - June 2026		2,650.00	2,650.00
Pool Chemicals - Tile Soap		84.32	84.32
Pool Repair - Install New Toro Valve		98.91	98.91
Pool Repair - Install New Hose Bib		22.98	22.98
Pool Repair - Install New Vacuum Break on Hose Bib		154.20	154.20
Alison Moring 6-9-26			

Total \$10,275.83

Payments/Credits \$0.00

Balance Due \$10,275.83

RECEIVED

By Tara Lee at 8:00 am, Jun 10, 2026

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 2177
Jacksonville, FL 32203
(904) 356-2466

INVOICE

June 11, 2026

Date

Attn: Courtney Hogge
GMS, LLC
475 West Town Place, Ste 114
Saint Augustine FL 32092

Serial # 26-00217C	PO/File #	\$145.00
---------------------------	------------------	----------

Payment Due

Notice of Rulemaking Regarding the Revised Rules of Procedure

\$145.00

Publication Fee

Wilford Preserve Community Development District

Case Number	Amount Paid
--------------------	--------------------

Publication Dates 6/11

Payment Due Upon Receipt

For your convenience, you
may remit payment online at
[www.jaxdailyrecord.com/
send-payment](http://www.jaxdailyrecord.com/send-payment).

County Clay

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By Tara Lee at 11:39 am, Jun 11, 2026

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**NOTICE OF RULEMAKING
REGARDING THE REVISED
RULES OF PROCEDURE OF
THE WILFORD PRESERVE
COMMUNITY**

DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, *Florida Statutes*, the Wilford Preserve Community Development District (the "District") hereby gives the public notice of its intent to adopt its proposed revised Rules of Procedure (the "Proposed Rule"). The Proposed Rule number is 2026-01. Prior notice of rule development relative to the Proposed Rule was published in the Jacksonville Daily Record on June 4, 2026.

A public hearing will be conducted by the Board of Supervisors (the "Board") District on **July 22, 2026, at 6:00 p.m. at 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065** relative to the adoption of the Proposed Rule. Pursuant to Sections 190.011(5) and 190.012(3), *Florida Statutes*, the Proposed Rule will not require legislative ratification.

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

A statement of estimated regulatory costs, as defined in Section 120.541(2), *Florida Statutes*, has

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

For more information regarding the public hearing, the Proposed Rule, or for a copy of the Proposed Rule and the related incorporated documents, if any, please contact the District Manager c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850; mgiles@gmsnf.com (the "District Manager's Office").

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

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this public hearing because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office. Marilee Giles, District Manager
Wilford Preserve
Community Development District
Jun. 11 00 (26-00217C)

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 11, 2026

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Mr. James Perry
Wilford Preserve CDD
Governmental Management Services
Suite 114
475 West Town Place
St. Augustine, FL 32092

RECEIVED**By Tara Lee at 9:13 am, Jun 15, 2026**

Invoice No. 3760794

23023-1

Re: General Counsel

For Professional Legal Services Rendered

03/05/26	W. Haber	0.20	66.00	Review correspondence regarding mailbox damage and insurance coverage for same
03/07/26	L. Whelan	0.50	192.50	Monitor legislative process relating to matters impacting special districts
03/17/26	W. Haber	1.20	396.00	Prepare for and participate in Board meeting; review and revise response to auditor inquiry
03/18/26	J. Daly	0.40	58.00	Coordinate response to auditor letter
03/19/26	W. Haber	0.20	66.00	Review correspondence regarding license agreement
03/19/26	K. Jusevitch	0.40	58.00	Research easement; update easement form; confer with Haber and correspond with district manager
03/20/26	K. Jusevitch	0.10	14.50	Correspond with district manager regarding budget and election schedule
03/26/26	A. Cox	0.80	116.00	Prepare resolution approving FY 2027 proposed budget and setting hearing and resolution adopting FY 2027 budget

KUTAK ROCK LLP

Wilford Preserve CDD

June 11, 2026

Client Matter No. 23023-1

Invoice No. 3760794

Page 2

04/03/26	G. Lovett	0.50	140.00	Monitor legislative process relating to matters impacting special districts
04/10/26	A. Cox	0.40	58.00	Review and revise resolution approving FY 2027 proposed budget and setting hearing
04/15/26	W. Haber	0.20	66.00	Receipt and review of correspondence from Supervisor of Elections; confer with Giles regarding same
04/21/26	W. Haber	2.30	759.00	Prepare for and participate in Board meeting
04/22/26	K. Haber	0.90	256.50	Prepare interim suspension letter for unauthorized use of motorized vehicle; correspond with Giles regarding same
04/23/26	K. Haber	0.90	256.50	Prepare amenity privileges suspension letter; correspond with Giles regarding same
04/23/26	W. Haber	0.20	66.00	Review suspension letter

TOTAL HOURS	9.20
-------------	------

TOTAL FOR SERVICES RENDERED	\$2,569.00
-----------------------------	------------

DISBURSEMENTS

Filing and Court Fees	65.80
Meals	7.97
Travel Expenses	58.77

TOTAL DISBURSEMENTS	<u>132.54</u>
---------------------	---------------

TOTAL CURRENT AMOUNT DUE	<u>\$2,701.54</u>
--------------------------	-------------------

MAKE CHECK PAYABLE TO:



Post Office Box 162134
Altamonte Springs, FL 32716
(904) 262-5500

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD



CARD NUMBER	EXP. DATE
SIGNATURE	AMOUNT PAID

ADDRESSEE

☐ Please check if address below is incorrect and indicate change on reverse side

Wilford Preserve CDD
475 W Town Place Suite 114
St Augustine, FL 32092

ACCOUNT NUMBER	DATE	BALANCE
730725	6/12/2026	\$870.00

The Lake Doctors
Post Office Box 162134
Altamonte Springs, FL 32716

00000007307253001000000038215000000008700097

Please return this invoice with your payment and
notify us of any changes to your contact information.

Wilford Preserve CDD	2639 Firethorn Ave Orange Park, FL 32073
Invoice Due Date 6/11/2026	Invoice 2188773 PO #

Invoice Date	Description	Quantity	Amount	Tax	Total
6/11/2026	Water Management - Monthly		\$870.00	\$0.00	\$870.00

Thanks
Ponds 2,3,5,7,9,10,11,12,13,14- treated in and around the ponds for invasive aquatic weeds
Ponds 4- treated the pond for algae
Ponds 6,8- treated in and around the ponds for algae and invasive aquatic weeds
Thanks

Approved by:
Sayla Hicks
6/12/26
1.330.57200.46000

RECEIVED
By Tara Lee at 1:12 pm, Jun 12, 2026

Please provide remittance information when submitting payments,
otherwise payments will be applied to the oldest outstanding invoices.

Credits	\$0.00
Adjustment	\$0.00

AMOUNT DUE

Total Account Balance including this invoice:	\$870.00	This Invoice Total:	\$870.00
--	----------	----------------------------	----------

Click the "Pay Now" link to submit payment by ACH

Customer #: 730725
Portal Registration #: 6DDB50F5
Customer E-mail(s): wilfordpreservemanager@gmsnf.com, okuzmuk@gmsnf.com
Customer Portal Link: www.lakedoctors.com/contact-us/

Corporate Address
4651 Salisbury Rd, Suite 155
Jacksonville, FL 32256

Set Up Customer Portal to pay invoices online, set up recurring payments, view payment history, and edit contact information

Riverside Management Services, Inc
475 West Town Place
Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 26
Invoice Date: 5/31/2026
Due Date: 5/31/2026
Case:
P.O. Number:

Bill To:
Wilford Preserve CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Pool Monitor Services through May 2026 1.320.572.46530	73.79	22.79	1,681.67
Alison Moring 6-15-26			

RECEIVED

By Tara Lee at 10:17 am, Jun 15, 2026

Total \$1,681.67

Payments/Credits \$0.00

Balance Due \$1,681.67

WILFORD PRESERVE CDD

**RIVERSIDE MANAGEMENT SERVICES, INC.
POOL MONITOR**

<u>Qty./Hours</u>	<u>Description</u>	<u>Rate</u>	<u>Amount</u>
73.79	Pool Monitor	\$ 22.79	\$ 1,681.67

Covers May 2026

GL Code 1.320.572.46530

TOTAL DUE:

\$ 1,681.67

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT
RIVERSIDE MANAGEMENT SERVICES, INC.
POOL MONITOR BILLABLE HOURS FOR MAY 2026

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
5/1/26	4.1	J.S.	Pool Monitor
5/2/26	6.18	J.S.	Pool Monitor
5/3/26	6.42	J.S.	Pool Monitor
5/9/26	6.18	J.S.	Pool Monitor
5/10/26	5.98	J.S.	Pool Monitor
5/16/26	6.05	J.S.	Pool Monitor
5/17/26	6.13	J.S.	Pool Monitor
5/23/26	6.22	J.S.	Pool Monitor
5/24/26	4.5	J.S.	Pool Monitor
5/25/26	5.87	M.G.	Pool Monitor
5/29/26	4.1	J.S.	Pool Monitor
5/30/26	6.13	J.S.	Pool Monitor
5/31/26	5.93	J.S.	Pool Monitor
GRAND TOTAL	<u>73.79</u>		



Security Development Group, LLC
8130 Baymeadows Way W., Suite 302
Jacksonville, FL 32256 USA
accounting@sthreesecurity.com
www.sthreesecurity.com

INVOICE

BILL TO

Wilford Preserve CDD
2740 Firethorn Avenue
Orange Park, Florida 32073

INVOICE # 11971

DATE 06/01/2026

DUE DATE 06/30/2026

TERMS End of the month

SERVICE MONTH

June

ACTIVITY	QTY	RATE	AMOUNT
Dedicated Officer I 6 Dedicated hours Fri - Sun	72	31.15	2,242.80
Vehicle Patrol 3 patrols a day Mon - Thurs	54	18.67	1,008.18
Fuel Charge Fuel Charge	1	150.00	150.00

Ways to pay



SUBTOTAL	3,400.98
TAX	0.00
TOTAL	3,400.98
BALANCE DUE	\$3,400.98

[View and pay](#)

Approved by:
Sayla Hicks
6/2/26
1.320.57200.49600
Security

RECEIVED

By Tara Lee at 2:17 pm, Jun 02, 2026

CHEROKEE

PRINTING, INC.



3733 Adirolf Rd
Jacksonville, FL 32207
(904)398-2852

Invoice

Date	Invoice #
6/19/2026	68190

Bill To
Wilford Preserve CDD 475 West Town Place Suite 114 St Augustine, FL 32092

Ship To

Job No	P.O. Number	Terms	Ship	Via
		Due on receipt	6/19/2026	

Quantity	Item Code	Description	Amount
566	CASS Certify	Wilford Preserve CDD Load, read, convert files, CASS Certify addresses to enable automation based postage rates: Create automation based sack/tray tags & postal documents: format for inkjet addressing	25.10
1	Form Layout	Form layout & preparation	37.50
566	Printing	Laser 1 sheet	198.10
566	Fold	Fold Materials	36.47
566	Insert	Insert one piece into #10 envelope, seal, sort and mail, Standard Rate	51.06
586	Printing	#10 Window envelope printed one color black ink	371.76
566	Postage	Postage	418.84
Total			\$1,138.83

RECEIVED

By Tara Lee at 11:18 am, Jun 22, 2026

INVOICE

FOR PROFESSIONAL SERVICES RENDERED

Taylor & White, Inc.
Civil Design & Consulting Engineers

9556 Historic Kings Road South - Suite 102 - Jacksonville, Florida 32257 - (904) 346-0671 - www.TaylorandWhite.com



PROFESSIONAL CIVIL ENGINEERING SERVICES

Wilford Preserve CDD District Manager
Marilee Giles
GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice number 6542
Date 06/17/2026

Project **16050.4 WILFORD PRESERVE CDD-
GENERAL FUND**

Professional Services Rendered through 06/14/2026. ~PAYMENT TERMS: NET 10 DAYS~
Project Manager: D. Glynn Taylor, P.E. - Principal: D. Glynn Taylor, P.E. *Denotes Hourly Task

Invoice Amount:
\$3,102.50

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Percent Complete	Current Billed
*CDD MEETING- GENERAL FUND- (HRLY)	0.00	1,610.00	1,610.00	0.00	0.00
PUBLIC FACILITY REPORT- (LS)	7,000.00	5,250.00	7,000.00	100.00	1,750.00
*PROJECT ADMINISTRATION - (HRLY)	0.00	2,105.00	3,457.50	0.00	1,352.50
REIMBURSABLES	0.00	80.64	80.64	0.00	0.00
Total	7,000.00	9,045.64	12,148.14	173.54	3,102.50

*Project Administration - (HRLY)

Anthony K. Ringler
D. Glynn Taylor, P.E.
Richard "JJ" Edwards

Billed
Amount

460.00

330.00

562.50

Phase subtotal

1,352.50

subtotal

1,352.50

RECEIVED

By Tara Lee at 1:23 pm, Jun 17, 2026

Invoice total **3,102.50**

Governmental Management Services, LLC

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

Invoice

Invoice #: 246

Invoice Date: 6/17/26

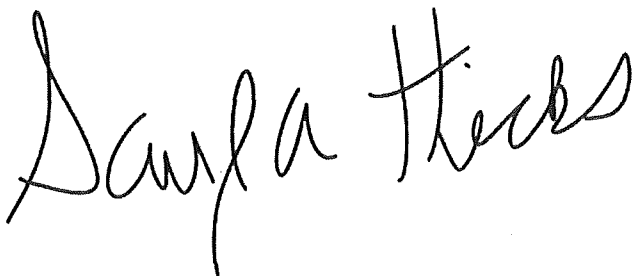
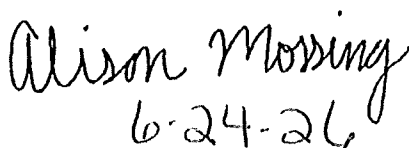
Due Date: 6/17/26

Case:

P.O. Number:

Bill To:

Willford Preserve CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Maintenance May 1 - May 31, 2026	3.5	40.00	140.00
Maintenance Supplies		184.08	184.08
Approved by: Sayla Hicks 6/22/26 1.320.57200.45000 Maintenance			
			
 6-24-26			

RECEIVED**By Tara Lee at 12:49 pm, Jun 24, 2026****Total** \$324.08**Payments/Credits** \$0.00**Balance Due** \$324.08

**WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MAINTENANCE BILLABLE HOURS
FOR THE MONTH OF MAY 2026**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
5/27/26	2.5	C.W.	Diagnosed and measured broken pavers, removed debris around amenity center, checked and changed trash receptacles, emptied and restocked dog waste receptacles
5/28/26	1	R.A.	Picked up a layer of pavers from Stone Plus for repair work, will return next week to complete
TOTAL	<u>3.5</u>		
MILES	<u>0</u>		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

Period Ending 6/05/26

DISTRICT	DATE	SUPPLIES	PRICE	EMPLOYEE
WILFORD PRESERVE				
	4/30/26	Constant Contact Monthly Fee	35.26	S.H.
	5/20/26	42 Gallon Trash Bags 50ct	34.47	S.H.
	5/20/26	Gloves	22.95	S.H.
	5/20/26	Paper Towels (3)	5.11	S.H.
	5/20/26	Hand Soap	10.28	S.H.
	5/20/26	Disinfectant Wipes	7.34	S.H.
	5/20/26	Wasp Spray (2)	9.15	S.H.
	5/20/26	409 Cleaner	6.30	S.H.
	5/20/26	Magic Eraser	6.88	S.H.
	5/20/26	Super Glue	8.60	S.H.
	5/20/26	Swiffer Pads	26.38	S.H.
	5/20/26	Doormat	11.36	S.H.
		TOTAL	\$184.08	

Jacksonville Daily Record

A Division of

DAILY RECORD & OBSERVER, LLC

P.O. Box 2177
Jacksonville, FL 32203
(904) 356-2466

INVOICE

June 25, 2026

Date

Attn: Courtney Hogge
GMS, LLC
475 West Town Place, Ste 114
Saint Augustine FL 32092

Serial # 26-00235C PO/File # \$447.50

Payment Due

Notice Public Hearing to Consider the Adoption of the FY 2027 Budget;
etc.; and Notice of Regular Board of Supervisors' Meeting

\$447.50

Publication Fee

Wilford Preserve Community Development District

Case Number Amount Paid

Publication Dates 6/25

County Clay

Payment Due Upon Receipt

For your convenience, you
may remit payment online at
[www.jaxdailyrecord.com/
send-payment](http://www.jaxdailyrecord.com/send-payment).

*Payment is due before
the Proof of Publication
is released.*

If your payment is being
mailed, please reference
Serial # 26-00235C on your
check or remittance advice.

RECEIVED

By Tara Lee at 10:21 am, Jun 26, 2026

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter.
Please remit any payment due upon receipt of this invoice.

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FY 2027 BUDGET;
NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME, AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors ("Board") for the Wilford Preserve Community Development District ("District") will hold the following public hearings and regular meeting:

DATE: July 22, 2026
TIME: 6:00 PM
LOCATION: Plantation Oaks Amenity Center
815 Oakleaf Plantation Parkway
Orange Park, Florida 32065

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("FY 2027"). The second public hearing is being held pursuant to Chapters 190, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District to fund the Proposed Budget for FY 2027; to consider the adoption of an assessment roll; and to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A regular Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefited from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units	EAU/ERU Factor	Proposed O&M Assessment Per Unit* (including collection costs / early payment discounts)
Residential Unit	835	1	\$1,220.84

*Includes collection costs and early payment discounts.

NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Clay County ("County") Tax Collector on the tax bill. Moreover, pursuant to Section 197.3632(4), Florida Statutes, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are prepared to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note, the O&M Assessments do not include debt service assessments previously levied by the District, if any.

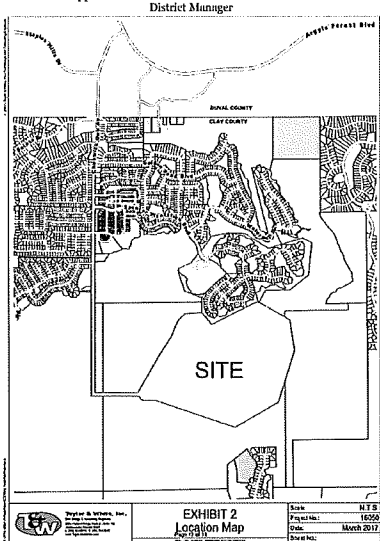
For FY 2027, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments on the remaining benefited property, if any, by sending out a bill at least thirty (30) days prior to the first assessment due date. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title or, for direct billed O&M Assessments, may result in a foreclosure action which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the public hearings and meeting may be obtained at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 910-5850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://wilfordpreservecd.com>. The public hearings and meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at the public hearings or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearings and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-933-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that, accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.



INVOICE

FOR PROFESSIONAL SERVICES RENDERED

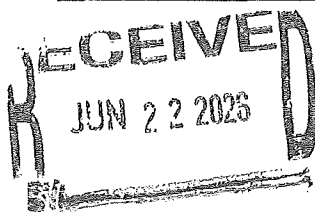
Taylor & White, Inc.

Civil Design & Consulting Engineers

9556 Historic Kings Road South - Suite 102 - Jacksonville, Florida 32257 - (904) 346-0671 - www.TaylorandWhite.com



PROFESSIONAL CIVIL ENGINEERING SERVICES



Wilford Preserve CDD
Attn: Bernadette Peregrino
District Accountant
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice number 6541
Date 06/17/2026

Project 16050.1 WILFORD PRESERVE CDD

Invoice Amount:
\$375.00

Professional Services Rendered through 06/14/2026. ~PAYMENT TERMS: NET 10 DAYS~
Project Manager: D. Glynn Taylor, P.E. - Principal: D. Glynn Taylor, P.E. *Denotes Hourly Task

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Percent Complete	Current Billed
*PHASE 2A REVISIONS CLOSED	0.00	24,515.00	24,515.00	0.00	0.00
ADDITIONAL SUPPLEMENTAL ENGINEER'S REPORT-CLOSED	5,000.00	5,000.00	5,000.00	100.00	0.00
*TEMPORARY SALES TRAILER	0.00	565.00	565.00	0.00	0.00
ENGINEER'S SUPPLEMENTAL REPORT (LS)-CLOSED	5,000.00	5,000.00	5,000.00	100.00	0.00
*DISTRICT ENGINEER-HRLY-NTE	60,000.00	120,511.25	120,886.25	201.48	375.00
*CONSTRUCTION OBSV/CERTS-HRLY-NTE	75,000.00	117,810.18	117,810.18	157.08	0.00
*PURCHASING AGENT-HRLY	24,200.00	20,605.00	20,605.00	85.14	0.00
*STORMWATER & WASTEWATER 20 YEAR NEEDS ANALYSIS	10,000.00	5,430.00	5,430.00	54.30	0.00
*AMENITY CENTER MODIFICATION-CLOSED	0.00	23,740.00	23,740.00	0.00	0.00
*SLEEVING PLAN-CLOSED	0.00	2,898.75	2,898.75	0.00	0.00
*BOUNDARY AMENDMENT PHASE- HRLY	0.00	0.00	0.00	0.00	0.00
*PROJECT ADMIN. & COORDINATION-HRLY-NTE	10,000.00	15,271.25	15,271.25	152.71	0.00
REIMBURSABLES	0.00	10,393.07	10,393.07	0.00	0.00
Total	189,200.00	351,739.50	352,114.50	186.11	375.00

*District Engineer-HRLY-NTE

Richard "JJ" Edwards

Units

3.00

Billed Amount

375.00

Finalize PFR and send to the CDD managers for inclusion in the next meeting agenda.
Online TEAMS meeting with Louis and Wes regarding the bond issuance.

RECEIVED

By Tara Lee at 12:19 pm, Jun 29, 2026

Invoice total

375.00