Ovation Community Development District

District Office: 3501 Quadrangle Boulevard, Suite 270, FL 32817; 407-723-5900

The following is the proposed agenda for the meeting of the Board of Supervisors for the Ovation Community Development District, scheduled to be held **Friday, February 7, 2025, at 2:00 p.m. at the Offices of RJ Whidden and Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, FL 34741.** Questions or comments on the Board Meeting or proposed agenda may be addressed to Vivian Carvalho at carvalhov@pfm.com or (407) 723-5900. A quorum (consisting of at least three Board Members) will be confirmed prior to the start of the Board Meeting.

To attend the meeting by phone, please use the below conference call information:

Phone: 1-844-621-3956 Participant Code: 2536 634 0209

PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Administration of the Oath of Office to Newly Elected Members of the Board of Supervisors
- Roll Call to Confirm Quorum
- Public Comment Period *[for any member of the public desiring to speak on any proposition before the Board]*

1. Review and Acknowledgement of Resignation Letter from Hank Fishkind for Seat #1
2. Consideration of **Resolution 2025-27, Canvassing and Certifying the Results of the Landowner's Election**
3. Consideration of Appointment for Vacant Seat #5
4. Administer Oath of Office for Newly Appointed Board of Supervisor for Seat #5
5. Consideration of **Resolution 2025-28, Electing District Officers**
6. Consideration of the Minutes of:
    a. October 30, 2024, Organizational Meeting
    b. January 3, 2025, Landowner's Election Meeting

Administrative Matters

7. Consideration of Responses to RFQ for District Engineering, Design and Design Criteria Professional Services
    a. Consideration of Engineering Agreement with Hanson, Walter & Associates, Inc.
8. Public Hearing on the Adoption of the District's Fiscal Year 2024/2025 O&M Budget
    a. Affidavit
    b. Public Comments and Testimony
    c. Board Comments
    d. Consideration of **Resolution 2025-29, Adopting Fiscal Year 2024/2025 Budget and Appropriating Funds**
9. Public Hearing on the Adoption of the District's Rules of Procedure
    a. Affidavit
    b. Public Comments and Testimony
    c. Board Comments
    d. Consideration of **Resolution 2025-30, Adopting the Rules of Procedure**

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10. Public Hearing on the District's Use of the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessment
    a. Affidavit
    b. Public Comments and Testimony
    c. Board Comments
    d. Consideration of **Resolution 2025-31, Adopting the Use of the Uniform Method**
11. Consideration of **Resolution 2025-32, Adopting Goals, Objectives, and Performance Measures and Standards**
12. Ratification of District Website Services Agreement

Financing Matters

13. Consideration of Trustee Agreement

Other Business

Staff Reports

- District Counsel
- Interim Engineer
- District Manager

Supervisor Requests and Audience Comments

Adjournment

pfm

Ovation
Community Development District

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

OVATION
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I,_____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF OVATION COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

_____
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Ovation Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Ovation
Community Development District

Review and Acknowledgment of
Resignation Letter from Hank
Fishkind

November 11, 2024

Ms. Vivian Carvalho
Senior District Manager
Ovation Community Development District
PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Dear Ms. Carvalho,

By this letter I am officially resigning from the Board of Supervisors, Ovation Community Development District.

Sincerely,

Hank Fishkind, Ph.D.
President

Ovation
Community Development District

Consideration of Resolution 2025-27,
Canvassing and Certifying the Results of
the Landowner's Election

RESOLUTION 2025-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OVATION COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS the Ovation Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2020-191, Laws of Florida, and situated within Osceola County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes,* a landowners meeting is required to be held within ninety (90) days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on January 3, 2025, the Minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

William Shewalter	Seat 1	Votes 50
Alan Losada	Seat 2	Votes 20
Logan Crabb	Seat 3	Votes 4
Alan Garzon	Seat 4	Votes 3
Open	Seat 5	

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

William Shewalter	Four (4) Year Term
Alan Losada	Four (4) Year Term
Logan Crabb	Two (2) Year Term
Alan Garzon	Two (2) Year Term

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY 2025.

Attest:

OVATION COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair

Ovation
Community Development District

Consideration of
Appointment for Vacant
Seat #5

Ovation
Community Development District

Administer Oath of Office to
Newly Appointed Board of
Supervisor for Seat #5

OVATION
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE

I,_____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF OVATION COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

_____
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Ovation Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

_____
Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

Ovation
Community Development District

Consideration of Resolution 2025-28,
Electing District Officers

RESOLUTION 2025-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OVATION COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. Vivian Carvalho is appointed Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
Kwame Jackson is appointed Assistant Secretary.

SECTION 4. Amanda Lane is appointed Treasurer.
Jennifer Glasgow is appointed Assistant Treasurer.
Rick Montejano is appointed Assistant Treasurer.
Verona Griffith is appointed Assistant Treasurer.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th day of February 2025.

ATTEST**:**

_____
Secretary/Assistant Secretary

OVATION COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson/Vice Chairperson
Board of Supervisors

Ovation
Community Development District

Consideration of the Minutes of:

a. October 30, 2024, Organizational Meeting
b. January 3, 2025, Landowner's Election Meeting

MINUTES OF MEETING

OVATION COMMUNITY DEVELOPMENT DISTRICT
ORGANIZATIONAL MEETING
Wednesday, October 30, 2024, at 2:00 p.m.
8 Broadway, Suite 104,
Kissimmee, FL 34741

Board Members present:

Hank Fishkind	Board Member	
William Shewalter	Board Member	
Alan Losada	Board Member	
Logan Crabb	Board Member	(via phone)
Alan Garzon	Board Member	(via phone)

Also present were:

Vivian Carvalho	District Manager - PFM Group Consulting	
Kwame Jackson	ADM - PFM Group Consulting	(via phone)
Jennifer Glasgow	District Accountant - PFM Group Consulting	(via phone)
Gazmin Kerr	Admin – PFM Group Consulting	(via phone)
Michael Dennis	PFM Financial Advisors	
Jonathan Johnson	Kutak Rock, LLP	
Shawn Hindle, P.E.	Interim District Engineer – Hanson, Walters & Associates, Inc.	
Michael Baldwin	Jeffries	(via phone)

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Mr. Fishkind called the Organizational meeting of the Ovation CDD to order at 2:08 p.m. and the roll was called and quorum was established.

SECOND ORDER OF BUSINESS **Public Comment Period**

There were no public comments.

THIRD ORDER OF BUSINESS **Administration of the Oath of Office to New Members of the Board of Supervisors**

Ms. Carvalho noted for the record that the oath of office was administered to Mr. Fishkind, Mr. Shewalter, and Mr. Losada prior to the start of the meeting.

FOURTH ORDER OF BUSINESS **Overview of the Florida "Government in the Sunshine" Regulations and other Board Member Responsibilities**

- **Statement of Financial Interest, Form 1**
- **Board Member Compensation**

Mr. Johnson gave an overview of the Sunshine Laws and reminded the Board Members not to discuss District business outside of a public meeting, and not to 'reply all' to emails but only to the sending party.

Mr. Fishkind noted he creates an email folder for all CDD business to separate emails accordingly.

Mr. Johnson noted all District correspondence can become subject to public record requests. Any emails received with such a request should be forwarded to Mr. Johnson or Ms. Carvalho for an appropriate response to be filed.

Ms. Carvalho stated that everyone on the Board is entitled to a District email address, which allows for easier communication and organization. These email contacts are also posted on the District's website.

There was a brief discussion regarding setting up a District email.

Mr. Johnson explained that the Form 1 must be completed and submitted within 30 days of taking office. The document link is in the welcome packet and is to be filled out electronically. The Form 1 discloses sources of income and debts, but not amounts.

Ms. Carvalho stated that filing electronically makes things smoother, as it will send reminders out when due.

There was a brief discussion regarding the income versus debts listing on the Form 1.

Mr. Fishkind noted that Board Members are entitled to receive compensation of $200 per meeting plus travel, but this could be waived.

On MOTION by Mr. Losada, seconded by Mr. Shewalter, with all in favor, the Board of Supervisors for the Ovation CDD approved waiving of Board Member Compensation.

FIFTH ORDER OF BUSINESS **Review of District Contact List**

Mr. Fishkind stated the contact list will be reviewed and if there are updates or questions, District Management will make contact.

Ms. Carvalho noted this will be done prior to the next meeting after the information has been added to the system.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2025-01, Setting Landowner Election and Providing Instructions Proxy and Ballot**

Mr. Fishkind stated that Florida Statutes require that a Landowners' Meeting take place within 90 days of the formation of a District. The Landowners vote for who will be on the Board at that time. The initial

Board is via petition. Since the District was officially formed and certified on October 7, 2024, the deadline to have the Landowners' Meeting is January 6, 2025.

Ms. Carvalho explained the process of this election, noting that this meeting must be held in the county and District Management must be in attendance, along with proxy holders.

The Board discussed possible meeting dates for the Landowners' Election.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-01, Setting Landowner Election and Providing Instructions Proxy and Ballot for December 6, 2024, at 2:00 p.m.

SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-02, Designating Officers**

Mr. Fishkind nominated Mr. William Shewalter as Chair, Mr. Alan Losada as Vice Chair, and Ms. Vivian Carvalho as Secretary.

Ms. Carvalho noted the Treasurer would be Jennifer Glasgow and the Assistant Treasurers are Amanda Lane, Rick Montejano, Verona Griffith and Amy Champagne. The remaining Board Members, along with Kwame Jackson of PFM, will be Assistant Secretaries.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-02, Designating Officers.

EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2025-03, Designating Treasurer and Assistant Treasurers**

Ms. Carvalho stated along with Ms. Jennifer Glasgow as Treasurer the Assistant Treasurers are Ms. Amanda Lane, Ms. Amy Champagne, Mr. Rick Montejano, and Ms. Verona Griffith.

Mr. Jackson noted that Assistant Treasurers are appointed so that if the Treasurer is out of office, things can still be signed and paid.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-03, Designating Treasurer and Assistant Treasurers.

NINTH ORDER OF BUSINESS **Consideration of Resolution 2025-04, Appointing District Manager, Assessment Consultant, and Investment Representative**

- **District Management Agreement**

- **Financial Advisory Agreement**
- **Disclosure of Conflicts of Interest**

Mr. Fishkind stated that the Assessment Consultant drafts the Assessment Report that supports the special assessments. These assessments are the foundation for the security and a backup for the debt service payments. Under this District's plan of finance, there are the public improvement fee and revenue sharing. Although no assessments are planned at this time, they must be in place in order to do any of the financing. The Assessment Report is governed by Florida Statutes.

Mr. Fishkind stated that when the District issues bonds and there are proceeds, they have to be invested. There are limits and requirements with this and the Investment Representative would take care of this. He noted that each of these positions have agreements that need approval.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-04, Appointing District Manager, Assessment Consultant, and Investment Representative.

There was a brief discussion regarding conflict of interest.

It was noted that working for the Developer is not a conflict of interest pursuant to the statute.

Examples of conflict of interest were given and the process of disclosure.

TENTH ORDER OF BUSINESS **Consideration of Resolution 2025-05, Appointing District Counsel**

- **District Counsel Retainer Letter**
- **District Counsel Agreement**

Mr. Fishkind recommended Mr. Johnson as District Counsel.

Mr. Johnson presented the Retainer Letter and Agreement. He noted his firm represents over 300 special Districts around the state.

It was noted that Jo Thacker would be the Developer's Counsel and Joe Stanton would be Bond Counsel.

Mr. Fishkind noted this is pure commercial District needing special representation.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-05, Appointing District Counsel.

ELEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-06, Designating the Primary and Local Records Office**

Ms. Carvalho stated this resolution recommends the Board designate the District Manager's office as the Primary Records Office. Certain records must be maintained within the county of service. She will create a binder to be kept for the District. This will include all records of proceedings. The Board stated they have an office that can be designated as the Local Records Office.

Mr. Fishkind noted that the exact locations will be put on paper by Ms. Carvalho.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-06, Designating the Primary and Local Records Office.

TWELFTH ORDER OF BUSINESS **Consideration of Resolution 2025-07, Designating Registered Agent & Office**

Mr. Fishkind recommended Mr. Jonathan Johnson as the Registered Agent and Kutak Rock, LLP as the District's Registered Office.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-07, Designating Registered Agent and Office.

THRTEENTH ORDER OF BUSINESS **Consideration of Resolution 2025-08 Appointing Interim Engineer**

- **Interim District Engineer Agreement**

Mr. Johnson created the agreement, and it has been accepted by Hanson, Walters & Associates, Inc. The fee schedule was just received.

Hanson, Walters & Associates, Inc. was appointed and a description given of the District Engineer and responsibilities.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-08, Appointing Interim Engineer.

FOURTEENTH ORDER OF BUSINESS **Authorization of RFQ for District Engineering Services under the CCN**

Mr. Johnson explained that included in the authorization is the authority to publish a legal notice that will start this process and the Competitive Selection Criteria that the District will utilize. The District is required to go through the Competitive Consultant Negotiation Act to retain the services of an Engineer on a permanent basis.

Mr. Fishkind noted that in this process, a ranking order must be approved for scoring. This will be done at the next meeting.

Mr. Johnson stated the ranking system only applies if there are multiple responses to the RFQ.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD authorized the RFQ for District Engineering Services under the CCN.

FIFTEENTH ORDER OF BUSINESS **Consideration of Resolution 2025-09, Authorizing the Chairman and Vice Chairman to Execute Conveyance Documents**

Mr. Fishkind explained the next two resolutions authorize the Chairman and Vice Chairman to execute conveyance documents so that items can be taken care of outside of a meeting.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-09, Authorizing the Chairman and Vice Chairman to Execute Conveyance Documents.

SIXTEENTH ORDER OF BUSINESS **Consideration of Resolution 2025-10, Delegating Authority to Chairman to Execute Certain Contracts, Agreements and Other Documents**

Mr. Fishkind stated anything approved outside of a meeting will be brought back before the Board for ratification.

On MOTION by Mr. Losada, seconded by Mr. Shewalter, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-10, Delegating Authority to Chairman to Award Certain Contracts, Agreements and Other Documents.

SEVENTEENTH ORDER OF BUSINESS **Consideration of Establishment of the Auditor Selection Committee**

Mr. Fishkind explained that the district is required to have audited District financial statements. This includes any capital, revenue, and debt. To initiate the process of selecting an Auditor through bids, the Board must appoint an Auditor Selection Committee. District staff recommends that the Board appoints itself as the Auditor Selection Committee. He clarified that the financial records are taken care of by PFM.

Ms. Carvalho stated the auditor must be separate from District Counsel and the District submits all the financials to the auditor.

Mr. Fishkind noted that this cost is generally between $4,000 - $6,000 per year.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the CC CDD approved Appointing all the Board Members as the Auditor Selection Committee.

EIGHTEENTH ORDER OF BUSINESS **Consideration of Resolution 2025-11, Setting an Annual Meeting Schedule for Fiscal Year 2024/2025**

Mr. Fishkind stated there needs to be a set time and day for meetings each month because they must be advertised. Changes can always be made for special meetings or meetings not needed.

Mr. Shewalter asked for clarification on the number of meetings required per year.

Ms. Carvalho stated at least two meetings are needed per year to handle required items.

Mr. Fishkind stated there will need to be more than two, especially in the beginning of this District. In order to approve all the necessary funding through the district with assessments and get everything approved, meetings have to take place. He recommended meeting every month for at least 3-6 months. Meetings are somewhat based on the pace of construction.

There was a discussion regarding assessments and bond issuance timelines in relation to having Board meetings.

Mr. Johnson confirmed that the bonds would have more than a five-year maturity.

Mr. Johnson noted validation needs to be factored in as well.

Mr. Shewalter confirmed there must be three Board Members present at the meetings in person. He recommended not holding another meeting until February due to the progress timeline.

There was a brief discussion on what day of the month would be best for meetings.

The Board agreed on the first Friday of the month at 2:00 p.m. with the first meeting being held February 7, 2025.

Ms. Carvalho stated the Board would receive calendar invites for each Board Meeting. There will be other resolutions that need approval and have to happen within a certain timeline for the district.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-11, Setting an Annual Meeting Schedule for Fiscal Year 2024/2025 for the first Friday of each month at 2:00 p.m.

NINTEENTH ORDER OF BUSINESS **Consideration of Resolution 2025-12, Approving Fiscal Year 2025 Budget and Setting Hearing Date**

Mr. Fishkind stated pursuant to Florida law, the district has to have a budget and a budget hearing. This resolution does not approve the budget but approves a meeting to discuss the budget at a future date. He recommended holding this at the same time as the next Board Meeting on February 7, 2025, at 2:00 p.m.

Mr. Shewalter asked for clarification on what is included in the budget.

There was a brief discussion of the proposed budget of $183,000 and what it includes.

Mr. Fishkind stated the budget covers all the necessary administrative contract payments. He noted all the details can be reviewed at the budget hearing.

There was a discussion about the Board's decisions relating to the budget amount and the assessments. This discussion also reviewed the timeline of payments and meetings.

Mr. Fishkind stated the approximate administrative costs are about $7,000 - $8,000 per month.

Mr. Shewalter stated he would like more clarity on the budget and confirmed he would contact. Ms. Carvalho, mid-November, to do so.

On MOTION by Mr. Losada, seconded by Mr. Shewalter, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-12, Approving the Fiscal Year 2025 Budget and Setting a Public Hearing Date of February 7, 2025, at 2:00 p.m.

TWENTIETH ORDER OF BUSINESS **Consideration of FY 2024/2025 Budget Funding Agreements**

Mr. Fishkind stated these Agreements are between Ovation CDD and the Developer to fund the overall budget that was just approved.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved the FY 2024/2025 Budget Funding Agreements.

TWENTY-FIRST ORDER OF BUSINESS **Consideration of Resolution 2025-13, Setting a Public Hearing on Adoption of Rules of Procedure**

a) **Rules of Procedure**
b) **Note of Rule Development**
c) **Notice of Rulemaking**

Mr. Johnson provided an overview of Resolution 2025-13, giving an example of Rules of Procedure.

There was a discussion regarding having the public present at meetings and the rules of conduct.

Mr. Shewalter recommended the public hearing date be set for February 7, 2025.

There was a discussion clarifying what can be discussed as it relates to the Developer, revenue sources, and the timeline of the development. It was noted that the Development can be discussed, but if any item is to come before the Board for a vote, it can not be discussed. Construction related questions should be directed to the District Engineer, operations and maintenance should be directed to Ms. Carvalho, and legal questions should be directed to Mr. Johnson.

Mr. Shewalter asked for clarification on who would be hiring the General Contractor.

Mr. Johnson stated that would depend on when the Board would want to spend their CDD money. He explained the multiple ways this can be done when determining and paying the contract for the General Contractor. He reviewed the pros and cons as well.

Mr. Hindle gave an example of contracting and how scoring works within the RFP's.

Mr. Shewalter noted he has qualification criteria for the General Contractor and a price point.

There was a brief discussion regarding the types of contracts and agreements that could be done with the different parties involved and what insurance would need to be held. This included explanation of processing everything through the CDD to obtain the tax benefit. It was noted that the CDD is subject to the Prompt Payment Law, which gives the CDD 30 days to make payment for a completed contract.

There was also discussion regarding the hotel that will be on the CDD property.

Mr. Johnson noted public funds cannot be spent on a private facility, such as a hotel. He explained that his firm will work with construction management and the contractor to obtain any documents that are being billed to the CDD. He stated all vertical work is done through the Developer, not through the CDD. However, site infrastructure, such as a parking deck, is included in the CDD budget. Third parties are not included in this. They are managed separately.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-13, Setting a Public Hearing on Adoption of Rules of Procedure.

TWENTY-SECOND ORDER OF BUSINESS **Consideration of Resolution 2025-14, Setting Uniform Method Hearing**

Mr. Fishkind gave an overview explanation of the Uniform Method noting this puts the assessments in place in case they are necessary and presents the process of how they would be collected.

Mr. Shewalter stated this would be for the scenario where parking revenues and sales tax revenues are less than the debt service. This would come from the tenants.

Mr. Fishkind stated under state law, the district has the ability to make the Tax Accessor and Collector, collect the assessments as part of the property tax that is paid by the owners of the land. This makes the assessments marketable as the collateral.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-14, Setting Uniform Method Hearing.

TWENTY-THIRD ORDER OF BUSINESS **Consideration of Resolution 2025-15, Setting Legal Defense Policy**

Mr. Fishkind gave an overview of Resolution 2025-15 which provides indemnification and legal support to all members of the Board, District Management, Secretary, Assistant Secretaries, Treasurer and Assistant Treasurers.

Mr. Johnson requested the Board contact himself or Ms. Carvalho within 14 days of receipt of a demand letter, or summons, in case they are served with because there will be timeframes by which the district's insurer will require the district to put them on notice. Chapter 111 of the Florida Statutes requires the district to indemnify and defend Board Members for their service.

Mr. Fishkind stated quotes for insurance will be requested and brought before the Board.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-15, Setting Legal Defense Policy.

Mr. Johnson explained the difference between the insurance policy and the Legal Defense Policy. This Legal Defense Policy is a second line of defense and kicks in when a claim is in excess of the insurance policy.

TWENTY-FOURTH ORDER OF BUSINESS **Authorization to Obtain (General Liability and) Public Officers Insurance**

Ms. Fishkind stated this authorizes District Staff to obtain quotes for the insurance.

On MOTION by Mr. Losada, seconded by Ms. Shewalter, with all in favor, the Board of Supervisors for the Ovation CDD authorized District Staff to Obtain (General Liability and) Public Officers Insurance.

TWENTY-FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-16, Designating Public Comment Period**

Mr. Fishkind stated it is required to have a public comment period with a standard three-minute time to speak.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-16, Designating Public Comment Period.

TWENTY-SIXTH ORDER OF BUSINESS **Consideration of Resolution 2025-17, Adoption of Records Retention Policy; and Providing for Severability and Effective Date**

Mr. Fishkind noted that State law requires the District to retain the records, this can be done electronically.

Ms. Carvalho noted that she is the Records Custodian for the District.

> On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-17, Adoption of Records Retention Policy; and Providing for Severability and Effective Date.

TWENTY-SEVENTH ORDER OF BUSINESS **Consideration of Resolution 2025-18, Adoption of Travel Reimbursement Policy**

Mr. Fishkind noted this is pursuant to the State of Florida policy.

Mr. Johnson stated the amounts are set by State law. It is updated automatically as the State updates their policy.

> On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-18, Adoption of Travel Reimbursement Policy.

TWENTY-EIGHTH ORDER OF BUSINESS **Consideration of Resolution 2025-19, Adoption of Prompt Payment Act Policies and Procedures**

Mr. Johnson explained the Prompt Payment Act and recommended approval. This is based on correct and complete contracts being received. The district then has 30 days to pay the contract.

There was a brief discussion regarding when there is a disagreement about a contract and its completion.

Mr. Johnson noted there are policies in place for this and the contractor would have a certain time to respond. The District Engineer would be the arbiter of such an issue. He noted the contractors cannot lien the property, due to it being a public works project.

There was also a discussion on what the General Contractors may charge based on the market and the fact that the CDD is paying for this project. It was noted what the process is for contracting and why it differs when a governmental entity is funding it. This included explanation of the process of advertising for RFP's and prequalifying contractors.

Mr. Shewalter and Mr. Losada stated they would want to be involved with the hiring of subcontractors.

Mr. Hindle stated there are certain things that are not part of the bid for the General Contractor. He gave the example of landscaping and electrical conduits.

> On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-19, Adoption of Prompt Payment Act Policies and Procedures.

TWENTY-NINTH ORDER OF BUSINESS **Ratification of Resolution 2025-20, Notice of Establishment**

Mr. Fishkind stated this is to officially put on record the establishment of the District.

> On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD ratified Resolution 2025-20, Notice of Establishment**.**

THIRTIETH ORDER OF BUSINESS **Consideration of Agreement between the District and Newagetutors, LLC D/B/A VGlobalTech, for Website Services**

Mr. Fishkind recommended the proposal from VGlobalTech to create the District website and ensure the website is compliant with ADA requirements. This is started immediately pursuant to State law.

> On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved the Agreement between the District and Newagetutors, LLC D/B/A VGlobalTech, for Website Services.

THIRTY-FIRST ORDER OF BUSINESS **Consideration of Resolution 2025-21, Authorizing Execution of the Public Depositors Report**

Mr. Johnson stated this resolution authorizes this report on a periodic basis by the District Manager.

> On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-21, Authorizing Execution of the Public Depositors Report.

THIRTY-SECOND ORDER OF BUSINESS **Consideration of Resolution 2025-22, Authorization to Establish Checking Account and Designation of Authorized Signatories for the District's Operating Account(s)**

Ms. Carvalho noted that District Management is recommending Valley National Bank. This is the bank most of the PFM District's use as there are no fees. It was noted this can be changed at a later date if desired by the Board.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-22, Authorization to Establish Checking Account and Designation of Authorized Signatories for the District's Operating Account(s).

Mr. Jackson clarified this resolution also encompasses designating the authorized signatories who will be the Board Chair, Vice Chair, Secretary, Treasurer and Assistant Treasurers. It was noted that the Treasurer and Assistant Treasurers are all members of the PFM accounting team.

THIRTY- THIRD ORDER OF BUSINESS **Consideration of Resolution 2025-23, Authorizing the Disbursement of Funds**

Ms. Carvalho stated this resolution authorizes the payment of invoices of non-continuing expenses. The payments that do not exceed $5,000.00 can be approved by the District Manager and any payments above $5,000.00 must have the District Manager's and Chairperson's approval, or Vice Chair's approval if the Chairperson is unable to do so.

Mr. Fishkind noted there are dual signatures required for anything over $10,000.

Mr. Losada asked for confirmation that this could be changed if needed.

Ms. Carvalho confirmed.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-23, Authorizing the Disbursement of Funds.

THIRTY- FOURTH ORDER OF BUSINESS **Consideration of Resolution 2025-24, Adopting Alternative Investment Guidelines**

Mr. Fishkind stated this only applies once there are bond funds.

There was a brief discussion on what could be invested in and where those monies come from. It was noted that the interest on the bonds is non-taxable. PFM helps guide these investments through the Trustee.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-24, Adopting Alternative Investment Guidelines.

THIRTY-FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-25, Adopting Internal Controls Policy**

Ms. Carvalho stated this is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-25, Adopting Internal Controls Policy.

THIRTY-SIXTH ORDER OF BUSINESS **Consideration of Resolution 2025-26, Authorizing the Direct purchase of Materials**

Mr. Fishkind explained that this policy allows the district the ability to purchase materials related to construction materials on a sales tax-exempt basis.

Mr. Johnson explained the process of having the materials bid through the contractor and having the District purchase it. He gave an overview of the policies relating to this resolution. The risk of loss relating to materials is on the Developer.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-26, Authorizing the Direct purchase of Materials.

THIRTY-SEVENTH ORDER OF BUSINESS **Consideration of Bond Financing Team Funding Agreement**

This item was tabled.

There was a discussion regarding selecting the bonds and the underwriter.

THIRTY-EIGHTH ORDER OF BUSINESS **Consideration of Underwriter Agreement**

This item was tabled.

Mr. Fishkind stated he has spoken to two underwriters regarding this project thus far; Mr. Baldwin from Jeffries, who was on the phone, and MBS. He gave an overview of their expertise.

Mr. Shewalter stated there is also a commercial bank that is willing to finance the entire project and has an underwriter. He asked for clarification on the process of selection.

Mr. Fishkind gave an overview of that process.

There was a brief discussion about having Mr. Fishkind be a consultant compared to being on the Board. It was noted that Mr. Fishkind would need to give his resignation from the Board and move forward with being a consultant, but that another person would need to be nominated to the Board to take that Seat.

THIRTY-NINTH ORDER OF BUSINESS **Consideration of Bond Counsel Agreement**

This item was tabled.

FORTIETH ORDER OF BUSINESS **Consideration of Trustee Agreement**

This item was tabled.

FORTY-FIRST ORDER OF BUSINESS **Consideration of Resolution 2025-27, Declaring Assessments**

This item was tabled.

FORTY-SECOND ORDER OF BUSINESS **Consideration of Resolution 2025-28, Setting Assessment Hearing**

This item was tabled.

FORTY-THIRD ORDER OF BUSINESS **Consideration of Resolution 2025-29, Bond Resolution**

This item was tabled.

FORTY-FOURTH ORDER OF BUSINESS **Consideration of Eminent Domain**

Ms. Fishkind gave an overview of eminent domain noting this would authorize District Counsel to do the work necessary regarding roadway infrastructure if it was necessary.

Mr. Shewalter stated he has received a proposal for Eminent Domain Counsel.

Mr. Johnson recommended having the Chair or Vice Chair to be authorized to sign and execute the Eminent Domain letter for retaining Eminent Domain Counsel. He would need to work with the District and his team.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved the Chair or Vice Chair to retain Eminent Domain Counsel.

FORTY-FIFTH ORDER OF BUSINESS **Consideration of Funding Request No.1**

Mr. Fishkind stated this is to pay District Staff.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Funding Request No. 1.

FORTY-SIXTH ORDER OF BUSINESS **Staff Reports**

District Counsel: Mr. Johnson stated the Board has a Continuing Disclosure Requirement and Ethics Training. These will be due December 2025. Links and information will be sent to the Board prior to being due.

District Engineer: Mr. Hindle made note of when the Engineer's Report would need to be drafted.

Mr. Fishkind noted this would be for the February meeting in order to review and discuss.

Mr. Hindle will send the draft to Mr. Johnson and Ms. Carvalho. This will be paid on an hourly rate. He noted this report will be $6,000 - $8,000.

District Manager: Ms. Carvalho reminded the Board of the February meeting and that it will be advertised. She will provide Mr. Shewalter with all the necessary forms for proxy holder, ballot, etc. prior to the landowner election.

FORTY-SEVENTH ORDER OF BUSINESS **Audience Comments & Supervisor Requests**

Mr. Fishkind resigned his position from the Board effective at the adjournment of the current meeting.

FORTY-EIGHTH ORDER OF BUSINESS **Adjournment**

There was no further business to discuss.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD adjourned the October 30, 2024, meeting at 3:54 p.m.

_____ _____

Secretary / Assistant Secretary Chairperson / Vice Chairperson

MINUTES OF MEETING

OVATION COMMUNITY DEVELOPMENT DISTRICT
LANDOWNER'S ELECTION MEETING
Friday, January 3, 2025, at 2:00 p.m.
8 Broadway, Suite 104,
Kissimmee, FL 34741

Present:

Nancy Rohal	Fishkind Consulting	
Kwame Jackson	PFM Group Consulting, LLC	
Vivian Carvalho	PFM Group Consulting, LLC	(via phone)

FIRST ORDER OF BUSINESS **Call to Order**

The meeting was called to order at approximately 2:00 p.m. Those in attendance in person and via phone are outlined above.

SECOND ORDER OF BUSINESS **Appointment of Chairperson for the Purpose of Conducting the Landowner's Election Meeting**

Mr. Jackson will act as the Chairperson for this meeting.

THIRD ORDER OF BUSINESS **Determination of Number of Voting Units Registered or Assigned by Proxy**

A proxy was received on behalf of ORLANDO SUN RESPORT & SPA, LLC as the Landowner naming MEYERS GROUP PARTNERS ACQUISITIONS, LLC as the Proxyholder. There are approximately 77 acres which accounts for 77 authorized votes.

THIRD ORDER OF BUSINESS **Acceptance of Nominations for the Board of Supervisors**

MEYERS GROUP PARTNERS ACQUISITIONS, LLC made the following nominations: William Shewalter to Seat 1, Alan Losada to Seat 2, Logan Crabb to Seat 3, and Alan Garzon to Seat 4. There was no nomination for Seat 5.

FOURTH ORDER OF BUSINESS **Casting of Ballots**

The votes were cast as follows:

1. Mr. Shewalter received 50 votes.
2. Mr. Losada received 20 votes.
3. Mr. Crabb received 4 votes.
4. Mr. Garzon received 3 votes.

FIFTH ORDER OF BUSINESS **Ballot Tabulations and Announced Election Results**

Mr. Jackson noted Mr. Shewalter and Mr. Losada will each serve 4-year terms, and Mr. Crabb and Mr. Garzon will each serve 2-year terms.

FOURTY-SIXTH ORDER OF BUSINESS **Adjournment**

There was no further business to discuss. Mr. Jackson adjourned the Landowners' Election Meeting at 2:03 p.m.

_____ _____

Secretary / Assistant Secretary Chairman / Vice Chairman

Ovation
Community Development District

Consideration of Responses to RFQ
for District Engineering, Design and
Design Criteria Professional Services

a. Consideration of Engineering Agreement
with Hanson, Walter & Associates, Inc.



HWA Hanson, Walter & Associates, Inc.

Engineering • Surveying • Planning

Request for Qualifications for Engineering Services for the Ovation Community Development District

Prepared by: Hanson Walter and Associates, Inc 8 Broadway, 104 Kissimmee, FL 34741

HANSON, WALTER & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

January 24,2025

Attn: District Manager
C/O PFM Group Consulting LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

RE: Ovation Community Development District

Dear Selection Committee:

Hanson, Walter & Associates, Inc. is pleased to submit our Statement of Qualifications to provide Professional Engineering Services to the **Ovation Community Development District** project. We have provided **quality and comprehensive** Civil Engineering Services to various Central Florida private and public clients, including many residential subdivisions and several **CDDs,** for over 44 years and wish to continue being a part of the area's Growth and Progress as we continuously strive for **Excellence in Client Care**.

Our ***HWA Team*** offers the Ovation Community Development District the benefits of:

- **Knowledge** and **experience** with an **outstanding track record of success** with local projects
- **State-of-the-art expertise** for **efficient** and **cost-effective** services
- **Available manpower** to provide responsive service
- **Project insight** acquired from previous experience with similar projects, utilized to provide a more timely completion, due to **effective project management**

I will serve as Principal in Charge, with **Mark Vincutonis, P.E.** as Contract Manager. Mark will oversee the contract and manage each assignment to ensure its successful completion. Combined, our management team assigned to this contract has over 140 years of experience in Civil Engineering Design and Permitting to ensure the essential Quality Control. They will be assisted by our other experienced Engineers/Designers, CAD Technicians and Administrative Staff. Our firm information and comprehensive approach to projects is provided under Section H of the attached SF330. **John Hughes, P.S.M.** will direct and manage any Survey work required.

In summary, ***Hanson, Walter & Associates, Inc.*** is **committed to the Ovation Community Development District** as we strive to improve the Quality of Life for Your Community. The selection of the ***HWA Team*** will ensure **successful completion** of the assigned project in a **timely and cost-effective** manner and ensures an **exceptionally comprehensive work product** for the Ovation Community Development District.

Sincerely,

HANSON, WALTER & ASSOCIATES, INC.

Shawn D. Hindle, P.E.
President

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433
Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com
Website: www.hansonwalter.com

ARCHITECT - ENGINEER QUALIFICATIONS

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Ovation Community Development District

2. PUBLIC NOTICE DATE
01-02-2025

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Shawn D. Hindle, P.E. / President

5. NAME OF FIRM
Hanson, Walter & Associates, Inc.

6. TELEPHONE NUMBER
407-847-9433

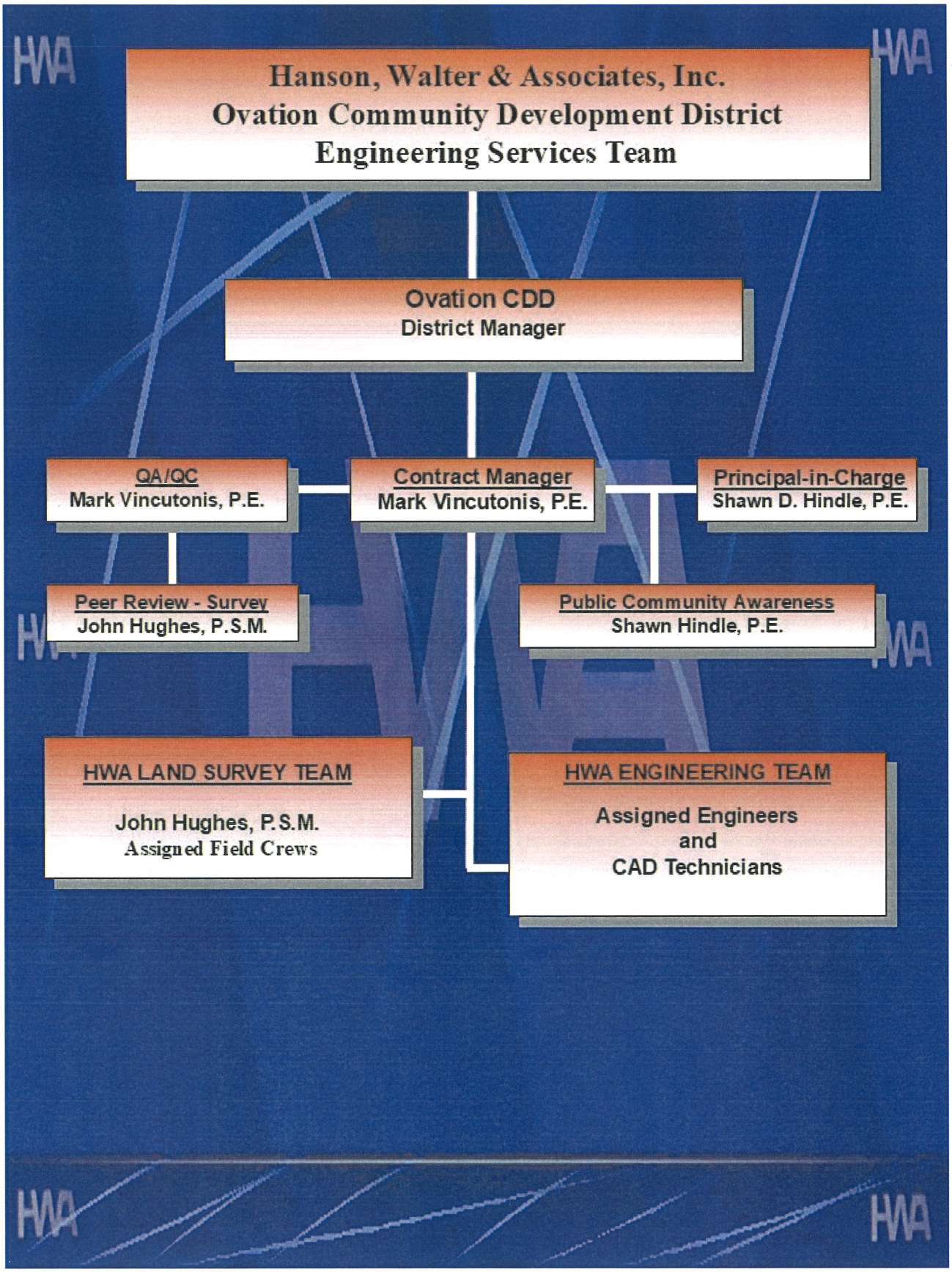
7. FAX NUMBER
321-442-1045

8. E-MAIL ADDRESS
Shindle@hansonwalter.com

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

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓			Hanson, Walter & Associates, Inc. ☐ CHECK IF BRANCH OFFICE	8 Broadway, Suite 104 Kissimmee, FL 34741	Civil Engineer (and Land Surveying, if required)
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM [X] *(Attached)*


Hanson, Walter & Associates, Inc.
Ovation Community Development District
Engineering Services Team
Ovation CDD
District Manager
QA/QC
Mark Vincutonis, P.E.
Contract Manager
Mark Vincutonis, P.E.
Principal-in-Charge
Shawn D. Hindle, P.E.
Peer Review - Survey
John Hughes, P.S.M.
Public Community Awareness
Shawn Hindle, P.E.
HWA LAND SURVEY TEAM
John Hughes, P.S.M.
Assigned Field Crews
HWA ENGINEERING TEAM
Assigned Engineers
and
CAD Technicians

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Shawn D. Hindle, P.E.	Principal in Charge	38	34

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

Hanson, Walter & Associates, Inc., Kissimmee, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BSE/1989/ Engineering North Carolina State University	Florida Professional Engineer - 1989 (#48165)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Shawn Hindle brings over 38 years of Civil Engineering experience providing a depth of Services to clients in the public and private sectors. His experience includes serving as Project Manager for projects in civil site design, transportion, drainage including 6 major drainage studies, design/permitting for roadway projects in Central FL.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Osceola County Continuing Engineering Services- Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1998 — CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Manager for Civil Design & Permitting numerous Roadway Widening and Realignments, including Hoagland Blvd Ph 1 & 3, Old Lake Wilson Rd, Kissimmee Park Rd, Neptune Rd, Partin Settlement Rd, Bass Rd, Thacker Ave, Ph 1 & 2 Pleasant Hill Rd; numerous Drainage Studies & Basin Improvements; Shingle Creek Shoaling.

b.

(1) TITLE AND LOCATION *(City and State)*: School District of Osceola County Continuing Engineering Services- Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012 — CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

In addition to being the Project Manager for Civil Design & Permitting for Elementary, Middle & High Schools within Osceola and Polk Counties; continuing services for Design of numerous sidewalks (Safe Route to School Project), Traffic Studies, Bus Loop Modifications, etc.

c.

(1) TITLE AND LOCATION *(City and State)*: Stevens Plantation Community Developement District Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2012 — CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

District Engineer for a 550± Acres Mixed Use Development within the City Limits of St. Cloud, FL, responsible for the Annual Trust Indenture Report and required site wide inspection of CDD owned & maintained infrastructure to include cost estimates of any repairs or maintenance required, based on ownership maps provided by the Client delineating the infrastructure elements to be inspected.

d.

(1) TITLE AND LOCATION *(City and State)*: Edgewater East Community Development District- City of St. Cloud, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

District Engineer for 1,285 Acre Mixed Use Development recently annexed into the City Limits of St. Cloud, FL Responsible for attending meetings with District Board of Supervisors, preparing reports and applications, performance of any duties related to the provision of infrastructure and services as requested by the Board of Supervisors, District Manager, or District Counsel, to include but not limited to Construction Mgmt Services for ED 4 Ph 1, ED 5, ED 6, & Offsite Forcemain, to date.

e.

(1) TITLE AND LOCATION *(City and State)*: Edgewater West Community Development District- Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 — CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

District Engineer for 1,378 Acre Mixed Use Development in the process of being annexed into the City Limits of St. Cloud, FL Responsible for attending meetings with District Board of Supervisors, preparing reports and applications, performance of any duties related to the provision of infrastructure and services as requested by the Board of Supervisors, District Manager, Counsel.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mark Vincutonis, P.E.	Contract Manager / QA/QC	32	32

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

Hanson, Walter & Associates, Inc., Kissimmee, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
University of Central Florida - BS in Civil Engineering 1994	Florida Professional Engineer (#54646)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Society of Civil Engineers - Osceola Chapter

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Celebration CDD
Celebration, Osceola County, FL

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Serves as District Engineer. Improvements have included design, permitting and construction of a New CDD maintenance facility, milling and resurfacing projects, stormwater pond and overflow weir repair projects.

b.

(1) TITLE AND LOCATION *(City and State)*: Champions Gate Community Development District

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2010 | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

District Engineer for a 1,500 Acre Resort Development spanning across Osceola and Polk Counties, located within the Four Corners region of Central Florida. Responsibilities include preparation of the Annual Trust Indenture Report and required site wide inspection of CDD owned & maintained infrastructure to include cost estimates of any repairs or maintenance required, based on ownership maps provided by the Client delineating the infrastructure to be inspected.

c.

(1) TITLE AND LOCATION *(City and State)*: Remington CDD - Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ongoing | CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Serves as District Engineer. Improvements have included milling and resurfacing projects. Provided daily onsite inspections of the roadway reconstruction activities including logging asphalt quantities and temperatures, and directed the Contractor on field adjustments to better accommodate drainage challenges.

d.

(1) TITLE AND LOCATION *(City and State)*: Brighton Lakes Phases 1 & 2 - Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing for CDD | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Manager for the civil engineering design & permitting of the infrastructure for Phases 1 & 2 of this 500+/- acre residential development with 750 lots, a clubhouse and pool and satellite recreation areas integrated around several large wetland areas. Also currently serves as District Engineer for the Brighton Lakes CDD.

e.

(1) TITLE AND LOCATION *(City and State)*: Cypress Hammock- Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Project Manager responsible for the Construction Administration services for a 500 lot subdivision , located on 150 acres on Poinciana Blvd in Kissimmee, FL. Services include administration services during the construction phases, weekly onsite construction observation services and monthly progress reports, and preparing certification of construction completion documentation for final approval and acceptance from all agencies of jurisdiction.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
John M. Hughes, P.S.M.	Survey Principal in Charge	39	39

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

Hanson, Walter & Associates, Inc., Kissimmee, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Valencia Community College Land Surveying Technology	Professional Surveyor & Mapper in the State of Florida (L#6367)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Florida Society of Professional Surveyors
& Mappers

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Bellalago DRI - Poinciana, Oscoela County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Surveyor of Record for this 1,312+/- acre multi-phase, mixed-use (primarily residential) development. Services have included boundary, topographic, tree, and wetland jurisdictional line surveys, route surveys, subdivision platting and processing for approval, plat recording, creating legal descriptions and easements, construction layout, and as-built surveying.

b.

(1) TITLE AND LOCATION *(City and State)*: Westside DRI and CDD - Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing for CDD; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal in Charge of Surveying Services for this 1,031+/- acre property. Services have included topographic, tree, and wetland jurisdictional line surveys, route surveys, subdivision platting and recording, creating legal descriptions and easements, construction layout, and as-built surveying. Provided legal descriptions for conservation easements, ponds and other parcels deeded to the CDD.

c.

(1) TITLE AND LOCATION *(City and State)*: Eagle Lakes - Osceola County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011; CONSTRUCTION *(If applicable)*: 2011

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal in Charge of Surveying Services for this 365+/- acre, 700 unit, 4 phase single-family residential project . Prepared subdivision platting and processing for approval and plat recording.

d.

(1) TITLE AND LOCATION *(City and State)*: Poinciana PUD - Osceola & Polk Counties, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal in Charge of Surveying Services, including but not limited to preparing boundary, topographic and tree surveys, to include wetland jurisdictional lines as necessary, and subdivision re-platting for this 48,000+/- acre development in Osceola and Polk Counties.

e.

(1) TITLE AND LOCATION *(City and State)*: ChampionsGate DRI, ChampionsGate, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — [X] Check if project performed with current firm

Principal in Charge of Surveying Services, providing a boundary, topographic and tree survey and final subdivison platting for a Hampton Inn development parcel in Osceola County and a boundary, topographic and tree survey for a 100 acre, 8 ball field sports complex in Polk County.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Bellalago Poinciana, Osceola County, Florida	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Taylor Morrison	Damon Cascio	407-636-1574

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Description of the Project:

Bellalago is a 1,312+/- acre multi-phase, mixed-use (primarily residential) Development of Regional Impact property with extensive recreational facilities including a series of lakes connecting via a boat lift to Lake Tohopekaliga.

Nature and Extent of Work:

HWA provided Civil Engineering Design and Permitting of all infrastructure improvements, including the community roadways, master water management system, water, wastewater and reuse utility improvements and recreational facilities.

HWA processed permits through Osceola County, the South Florida Water Management District, the Florida Department of Environmental Protection, and the Florida Department of Transportation, and coordinated with the client's environmental consultant for permitting through the U.S. Army Corps of Engineers, Florida Fish & Wildlife Conservation Commission and the U.S. Fish & Wildlife Service.



HWA has also provided Post Design services, including but not limited to construction observation, addressing contactor requests for additional information, review of pay requests, as-built review and close-out certifications.

HWA is the Surveyor of Record for the property and has prepared boundary, topographic, tree, wetland jurisdictional line surveys as necessary for the design of the project, as well as other survey services.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Hanson, Walter & Associates, Inc.	Kissimmee, Florida	Civil engineering and land surveying
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
ChampionsGate and ChampionsGate CDD ChampionsGate, Osceola and Polk Counties, Florida	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
RIDA Associates / ChampionsGate CDD	Marc Reicher / Jason Showe- GMS	407-397-2500 / 407-841-5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Description of the Project:
ChampionsGate is a 1,000+ acre mixed use Development of Regional Impact property within Osceola and Polk Counties, containing a Omni Hotel, two 18-hole golf courses, residential areas, commercial areas, and office space.

Nature and Extent of Work:
HWA has provided civil engineering design and permitting services for projects within the ChampionsGate development including a regional sports complex in Polk County that contains 8 baseball fields that will serve a nationwide baseball organization; a 55,000 s.f. convention center building in Osceola County adjacent to the existing Omni hotel; and a 150 room Hampton Inn in Osceola County adjacent to I-4. ***HWA*** has also provided land surveying services for the development, as needed

HWA also serves as the ChampionsGate CDD's District Engineer. Projects have included the milling & resurfacing of 2,800 LF of ChampionsGate Blvd which involved preparing



construction plans for this 4 lane divided roadway from I-4 to the County line including Maintenance of Traffic at the intersection with I-4, as well as paver replacement at crosswalks and intersection emblems. ***HWA*** also prepared a project bid manual, assisted with selecting a contractor and provided construction inpsection services. ***HWA*** has also provided annual sitewide inspections and certification services for the CDD and regularly attends CDD Board meetings.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Hanson, Walter & Associates, Inc.	Kissimmee, Florida	Civil engineering and land surveying
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Brighton Lakes PUD and CDD Osceola County, Florida	Ongoing for CDD	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Engineered Homes / Brighton Lakes CDD	Igor Teplitsky / Michael Perez -Inframark	407-678-1661 / 407-566-1935

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Description of the Project:

Brighton Lakes is a 500+/- acre residential development in Osceola County, with approximately 750 lots, a clubhouse and pool and satellite recreation areas integrated around several large wetland areas.

In addition to being the original design engineer for both phases of the project, ***HWA*** also acts in the capacity of District Engineer for the Brighton Lakes CDD.

Nature and Extent of Work:

HWA designed and permitted the community's roadway, utility and stormwater infrastructure improvements serving the residential lots, permitting the project through Osceola County, SFWMD and the FDEP. ***HWA*** also coordinated with the client's environmental consultant for permitting through ACOE, the Florida Fish & Wildlife Conservation Commission and the U.S. Fish & Wildlife Service.

HWA has also provided various surveying services including BT&T surveys, as-built surveys, LOMR processing, legal descriptions and platting services.



Currently, ***HWA*** also serves as the CDD District Engineer and provides engineering and surveying support to the CDD Board and CDD Manager as well as attending CDD Board meetings upon request. More recent CDD projects have included annual sitewide inspections of CDD owned facilities, evaluating the guardhouse re-location, installation of speed humps, installation of an entrance feature flag pole, and evaluation of roadway flooding during the hurricanes and October 2011's extreme near 100-year rainfall event.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Hanson, Walter & Associates, Inc.	Kissimmee, Florida	Civil engineering and land surveying
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Spring Lake @ Celebration and Celebration CDD Celebration, Osceola County, Florida	Ongoing	Ongoing

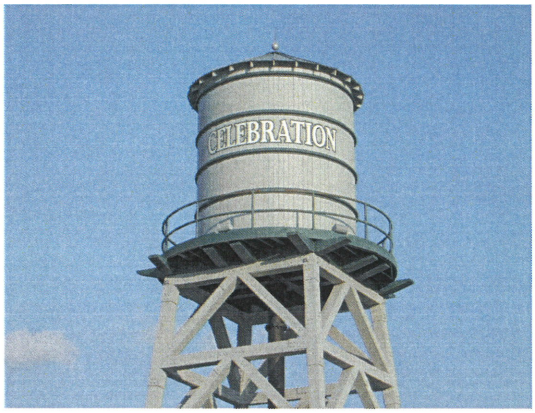
23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
David Weekley Homes / Celebration CDD	Jeff Barrett /Angel Montagna (Inframark)	678-812-2051 / 407-566-1935

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Description of the Project:
Spring Lake at Celebration Phases 2 & 3 is a 30 +/- acre residential development in the Town of Celebration, consisting of 101 single family lots and 74 attached multi-family lots, open space mews, rear lot access alley-ways, and stormwater management ponds. In addition to being the design engineer for phases 2 and 3 of this project, ***HWA*** also serves in the capacity of District Engineer for the Celebration Community Development District.

Nature and Extent of Work:
HWA designed and permitted the project's infrastructure including the roadways, alley-ways, stormwater systems, water, sewer and reclaimed water systems, and on-street parking serving the residential lots. In addition, services included permitting the construction plans through Osceola County, FDEP, Reedy Creek Improvement District, The Celebration Company, and the South Florida Water Management District as well as preparing and processing the Final Subdivision Plats through Osceola County.



For the Celebration CDD, ***HWA*** has provided alley-way resurfacing plan preparation, bidding, and construction inspection services, and has also provided coordination and negotiation of the necessary repairs with Osceola County for the public roadways' acceptance years after they were built, but forgotten to be turned over by the original development team. Ongoing services include topographic surveying services, annual inspections, drainage structure and overflow weir repair plans and inspections as well as special requests or projects as directed by the Board.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Hanson, Walter & Associates, Inc.	Kissimmee, Florida	Civil engineering and land surveying
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 5

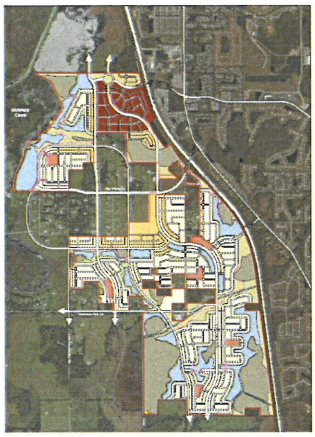
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Edgewater East Community Development District City of St. Cloud. Florida	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
BTI Partners/ Wrathell,Hunt & Assoc.	Kevin Mays/ Craig Wrathell	407-484-5814 /561-571-0010

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Description of the Project:
1,285 Acre Mixed Use Development recently annexed into the City Limits of St. Cloud. FL within the areas of Kissimmee Park Road, Clay Whaley Road and the Florida Turnpike.



Nature and Extent of Work:
Improvements have included but are not limited to the following:

- > community roads, highway/interchange improvements, utility infrastructure
- > stormwater management systems
- > construction mangement services for phased developments

HWA provides coordination with the CDD's other consultants, including its geotechnical engineer, environmental consultant, landscape architect, attorney, and management company staff.

HWA prepared a District Engineer's Report outlining the cost of all improvements.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Hanson, Walter & Associates, Inc.	Kissimmee, Florida	Civil engineering and Land Surveying
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Poinciana PUD Poinciana, Osceola and Polk Counties, Florida	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Taylor Morrison	Damon Cascio	407-636-1574

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Description of the Project:
Poinciana is a 48,000+/- acre mixed-use PUD, including single-family and multi-family developments, commerical and industrial sites, recreational facilities, and public facilities including a K-8 school and a hospital.

Nature and Extent of Work:
HWA has provided Civil Engineering Services for many of these developments over the past 36 years, with design and permitting through Osceola County, Polk County, South Florida Water Management District, the Florida Department of Environmental Protection, the Florida Department of Transportation, the U.S. Army Corps of Engineers, and the Florida Fish & Wildlife Conservation Commission. A very small sampling of the many projects within Poinciana on which ***HWA*** has worked include:

- > Isles of Bellalago (residential)
- > Solivita Marketplace
- > Deerwood Park (recreation)
- > Bellalago Academy
- > Fieldstone (residential)
- > The Point (commercial)
- > Poinciana Industrial Park
- > Association of Poinciana Villages Maintenance Facility
- > Crescent Lakes (residential)
- > Promenade Office Park
- > Shoppes at Bellalago

HWA has also provided Land Surveying Services including boundary, topographic, tree, and wetland jurisdictional line surveys, route surveys, subdivision platting and processing for approval, subdivision plat recording, creating legal descriptions and easements, construction layout, and as-built surveying.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Hanson, Walter & Associates, Inc.	Kissimmee, Florida	Civil engineering and land surveying
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Remington Community Development District Osceola County, Florida	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Remington CDD	George Flint (Govt. Mgmt. Services)	407-841-5524

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Description of the Project:
Remington is a 734+/- Development of Regional Impact property consisting of primarily residential development with an 18-hole golf course. ***HWA*** acts in the capacity of District Engineer for the CDD and has provided engineering design, bidding and construction management services for various improvements.

Nature and Extent of Work:
Improvements for which civil engineering services have been provided include but are not limited to the following:

> roadway renewal and resurfacing for Remington Blvd. and other streets within several neighborhoods
> the addition of a guard shack
> stormwater pond reshaping modifications
> stormwater pond certifications with SFWMD

HWA provides coordination with other consultants, including the CDD's geotechnical consultant, landscape architect, attorney, and management company staff.



HWA prepared a report for the CDD outlining the condition of all roads within the development, and has provided construction inspection services.

HWA has also provided as-built surveys, as needed, including for Remington Blvd. at the entrance at Lakeshore Blvd. and for the roadways within the Water's Edge neighborhood.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Hanson, Walter & Associates, Inc.	Kissimmee, Florida	Civil engineering and land surveying
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Shawn D. Hindle, P.E.	Engineering Principal	X	X	X	X	X	X	X			
Mark Vincutonis, P.E.	Contract Mgr. / QA/QC	X	X	X		X	X				
John Hughes, P.S.M.	Survey Principal	X	X	X	X	X	X	X			
.											

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Bellalago PUD/DRI	6	Poinciana PUD
2	ChampionsGate DRI and CDD	7	Remington CDD
3	Brighton Lakes PUD and CDD	8	
4	Edgewater East CDD	9	
5	Spring Lake @ Celebration and Celebration	10	

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

Firm Information

Hanson, Walter & Associates, Inc. has a 44-year history of successfully providing professional civil engineering and land surveying services to private and government clients in Central Florida, including many multi-phase mixed-use developments. ***HWA*** takes great pride as an established and stable consulting firm producing cost effective, timely products and services to both the public and private sectors.

We pride ourselves on the high degree of technical competence that we possess and our employees strive to achieve the ultimate degree in ***Excellence in Client Care***. Our staff is comprised of associates who have extensive experience in performing engineering analysis, design and permitting, with innovative solutions. Our unique knowledge of the Central Florida area including the several CDD's we serve as a CDD Engineer for, combined with our comprehensive, diverse experience and the technical qualifications of our Staff will allow the ***HWA*** Team to provide reliable, quality, professional Civil Engineering Services (and Land Surveying Services if required) to the Ovation Community Development District and to respond professionally, effectively, and efficiently.

Shawn D. Hindle, P.E. will serve as our Principal in Charge for this contract and ***Mark Vincutonis, P.E.*** will serve as Contract Manager. Both have an ***in-depth understanding of the requirements of working for a CDD***, having previously been the Principal in Charge and/or Project Manager for fourteen (14) and fourteen (14) CDD District Engineer contracts respectively. They have also served as Principal in Charge and/or Project Manager for Continuing Engineering Services contracts with multiple jurisdictions, for numerous residential subdivisions and for more than 30 county, city and state roadways.

HWA continues to invest in the latest, state-of-the-art equipment technology to facilitate efficiency and accuracy in getting the job done in our Engineering teams, Survey department, and Administrative support staff. All of our engineers, designers and CAD technicians have been trained on AutoCAD Civil 3D.

The ***Hanson, Walter & Associates, Inc.*** Team will provide all necessary resources for each project as assigned and is committed to providing our services to the Ovation Community Development District with the highest level of integrity and professional excellence. All services will meet or exceed the current accepted standards of practice and all project-related decisions will be based on sound engineering judgment. Our current workload is such that we can start this project immediately. ***We will strive to not just meet, but exceed the District's expectations.***

Copies of ***Hanson, Walter & Associates, Inc.***'s licenses, tax receipts and individual licenses are available upon request.

Project Approach

The ***HWA*** Team, led by ***Mark Vincutonis, P.E.***, as Contract Manger, has extensive experience working with different private developers and public Community Development Districts and understands the requirements of such work. ***HWA*** has worked with both during a project's initial construction by the developer and subsequent to the majority of the development being in place, and understands the delicate balance between developer and CDD interests. This experience, an emphasis on identifying potential problems up front and finding effective solutions, and providing leadership in communications between all stakeholders are the elements that have led to ***HWA***'s success in managing residential development projects with and without CDD involvement.

Although ***HWA*** is currently the interim CDD manager for the Ovation Community Development District, we are excited to be able to submit the Request for Qualifications for your consideration. ***HWA*** has the manpower and resources to be able to provide to meet the needs of the District as ***HWA's*** current and projected workloads are manageable and running in the ***75% to 85%*** range with key personnal always available to assist the Contract Manager when needed.

Project Definition: The assignment will be approached with an initial Definition of the **Project** including any potential **Problems**, a clear understanding of the **Goals** of the District, review of the project **Schedule** and **Budget** and preparation of a concise **Scope of Services**. Upon completion of the ***Project Definition*** phase of the assignment, we will gather the appropriate staff and begin the ***Discovery Phase*** of the project.

Discovery Phase: Discovery involves the accurate collection, filtering, and interpretation of all existing data associated with the project area. All projects must be approached on a Macro platform with solutions to challenges and opportunities integrating the external influences on the problem and/or solution. ***HWA*** and our team members are experienced in data collection and will evaluate both the internal and external influences and constraints utilizing the following conduits of information:

- **Ovation CDD** – As requested by the CDD manager and in cooperation with the Developer's Engineer. The current approvals and construction status and any problematic concerns. We will provide the necessary inspections of the new construction as part of the infrastructure turnover process for the CDD.

- **Osceola County** – The Public Works Departments will be researched to review all construction plans associated with residential subdivisions, commercial/private properties, roadways, stormwater facilities, or recreational facilities within the project area. Public representatives will also be contacted regarding flooding complaints or other problematic conditions. The County will be contacted for development information regarding any off-site influences on County maintained facilities, including roads and other public works projects.

- **Water Management District** – The water management district will be contacted for available water quality data watershed analysis assignments. Also, lake level and control data will be gathered for use in establishing model boundary conditions, if needed for the project. Available wetlands and other environmental and natural resource data will also be reviewed. The local office will also be contacted and files reviewed for all environmental resource permits issued for residential and commercial developments within the project area.

- **FEMA** – The current County Flood Insurance Study (FIS) will be reviewed along with the applicable Flood Insurance Rate Map (FIRM) panels to serve as a baseline for hydraulic model evaluations.

- **FDOT** – The FDOT will be contacted for roadway plans and reports regarding any roads under their jurisdiction that are affected by the project.

- **USGS / USACOE** – These agencies will be contacted for any water quality or stream flow data and also with regard to any current or future projects in the vicinity which may impact the basin or watershed being evaluated.

- **FFWCC / USFWS** – These agencies will be contacted with regard to the presence of sensitive wildlife and fish.

Land Surveying: ***HWA***'s team of professional and qualified land surveyors have extensive knowledge and experience in the area. If requested by the District, ***HWA*** can prepare boundary and topographic surveys to be incorporated into the engineering design. Existing survey control would be established in accordance with the state plane coordinate system. Legal descriptions would be prepared as necessary. The data inventory would be translated to GIS for graphical representation. The field inventory would be aided using handheld field GPS/GIS units entering data directly into a format for ready import into the office's GIS system. This semi-automated method of data collection saves time and budget by eliminating one step in the data translation process. More data is able to be collected more quickly and accurately than using traditional techniques. At the appropriate time, construction staking (route, form-board, foundation and final as-built surveys) would occur in a timely manner to align with necessary inspections.

Preliminary Engineering: Our team will develop a comprehensive alternative analysis, addressing issues identified in project research and stakeholder interviews. We will consider the full range of options when making our evaluations and document our activities in a Project Analysis Technical Memorandum. We will compare the initial analysis to the goals, schedule and budget of the project to ensure that the most efficient approach to a given assignment is being pursued. We will employ our eminent domain expertise and public project experience, to evaluate the proposed improvements, with a goal of identifying project inhibitors, delays and cost exposure. We will also identify alternative funding sources for specific types of projects and work with the District to define the efforts and schedule required to seek alternative funding sources.

Environmental analysis, preliminary geotechnical investigations, drainage analysis, alternative solutions, etc. will be considered and reported in the preliminary engineering report for each assignment, which will serve as a design guideline for final design. Initial thoughts regarding landscape elements will also be discussed during this phase.

Final Design: Through our successful completion of numerous design projects, ***HWA*** has developed principles of quality work, commitment, delivery and follow up to ensure that our clients and their constituents are delivered a final product that exceeds their expectations. Communication is a key element in minimizing impact to District personnel and resources, and developing a successful project. Therefore, the first order of communication will be the development and implementation of our Schedule of Professional Services and Completion – ***and we will execute all elements of the Scope of Work meeting key milestones within schedule and budget.***

Our final design will remain focused on our project goals, as well as the short and long-term effects of our engineering decisions. We have a proven history of making sound engineering judgments, which meet the needs of the project and protect the interest of the community. Our design decisions will be based upon cost, constructability, maintenance, functionality, and permittability. Our coordination effort will define permitting issues early in the process, allowing our design efforts to address said issues resulting in a smooth permitting process.

Our proposed team contains multiple engineering professionals to provide the District with the most available and knowledgeable personnel for each project element. We will evaluate the availability of the surveyors, if required, to assure project assignments do not experience delay, and we will commit as many design teams to multiple task authorizations, should the contract so require. Attention to immediate design requirements and long-term maintenance effects of the design decisions will be evaluated for every assignment.

Permitting: Our proven permitting record and respect earned through interactions with permitting staff will prove invaluable to the District in maintaining schedules and securing necessary permits.

Bidding/Estimates/Specifications: HWA and our team have successfully developed bid specifications and procedures to ensure the potential contractors are completely aware of the proper preparation of the bid submittal, in addition to the District being assured that the completed project meets the purpose and goal of the construction documents. Engineering estimates will be prepared from our project database of recent projects bid and constructed in the general vicinity. We recognize the importance of the specifications to protect both the District and Contractor, and will develop the specifications to meet each proposed construction project.

Post Design Services: HWA will conduct pre-bid and pre-construction conferences, assist in the evaluation of the bid submittals including providing recommendations for award and monitor the progress of the construction to include preparing all certificates of completion. We will review the construction procedures, address any design or permitting inquiries and assist the District in successful bid and construction of the improvements.

Hanson, Walter & Associates, Inc. believes that quality control/quality assurance is not the responsibility of just one person. Rather it is the responsibility of the entire team, with established procedures and checks and controls at various stages in the project's life cycle. ***HWA*** believes there are two essential phases to managing a project and six essential elements to maintaining quality assurance and excellent client service, which we define as our project management plan:

> ***Project Management:*** Managing a project requires proper planning and execution. The planning phase requires a well defined scope, a realistic schedule that can be achieved based upon proper allocation of resources and budget that provides for the resources to meet both the scope and the schedule. Execution begins with the initiation of work, the management of resources, communication and control of the team.
>
> ***Project Definition and Planning:*** The first step to Quality Assurance is to completely understand the scope of the project at hand. To ensure excellent communication, ***HWA*** will meet with District staff and all parties involved, to establish the requirements, limits, goals, schedule including any specific deadlines, budget, and other needs for the project. To promote complete information, we research agency files and Public Records and other sources for pertinent information relating to the project. The scope must be balanced to the budget and schedule.

Clear Assignment of Tasks and Responsibilities: After an extensive on-location field review of the project site by the Project Manager, we hold Team meetings with ***HWA*** staff and sub-consultants as necessary, to define the project scope, preferred techniques and to determine the necessary manpower requirements. Each Team member understands his/her responsibility in ensuring we meet client expectations regarding all aspects of the project including quality.

Meeting or Exceeding Project Established Standards: To ensure that we meet or exceed established standards if higher, ***HWA*** maintains the most current equipment and software. We continue to invest in the latest, state-of-the-art equipment technology to facilitate efficiency and accuracy in getting the job done. All ***HWA*** engineers, designers and CAD technicians have been trained on AutoCAD Civil 3D.

Tracking and Documentation: Work is reviewed by a number of different professional staff members. A quality control check list is used at each level of review, first by the Project Engineer, then the Project Manager, and then the person responsible for the project's overall QA/QC, in this case ***Mark Vincutonis, P.E.***, who ensures that HWA's quality standards are maintained. In addition to holding individual project meetings with assigned staff, ***HWA***'s Management Team holds regular meetings to review all projects, schedules and work assignments, to ensure quality control and effective project management.

To ensure the safe retention of project information, all correspondence and meeting notes, etc. are scanned and maintained in the job file, with daily back-up of all data.

Quality Staff: Quality control is not possible without an experienced, technically qualified staff. ***HWA's*** staff have developed their Civil Engineering expertise over many years of study, diligence and real world experience. We promote continuing education and sponsor both external and in-house seminars, to ensure that our personal are current on the latest rules and regulations, techniques, and quality control prodecures.

Mark Vincutonis, P.E., who has over 32 years civil engineering experience and a keen eye for detail, will serve as ***HWA***'s QA/QC Manager for this contract. ***John Hughes, P.S.M.***, who has over 39 years of land surveying experience, will provide peer review where surveying elements are involved. This comprehensive approach to quality assurance and control will ensure that the Ovation CDD is provided a quality construction package.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	01-24-2025

33. NAME AND TITLE

Shawn D. Hindle, P.E. - President

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (OR BRANCH OFFICE) NAME: Hanson, Walter & Associates, Inc.	3. YEAR ESTABLISHED: 1981
	4. DUNS NUMBER: 00-139-0038
2b. STREET: 8 Broadway, Suite 104	5. OWNERSHIP
2c. CITY: Kissimmee	2d. STATE: FL / 2e. ZIP: 34741
	a. TYPE: Corporation
	b. SMALL BUSINESS STATUS:
6a. POINT OF CONTACT NAME AND TITLE: Shawn D Hindle, P.E. — President	7. NAME OF FIRM *(If block 2a is a branch office)*:
6b. TELEPHONE NUMBER: 407-847-9433	6c. E-MAIL ADDRESS: shindle@hansonwalter.com

8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED	8c. DUNS NUMBER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
12	Civil Engineer/Designer	12	
08	Engineering CADD Tech.	8	
16	Construction Manager	1	
38	Land Surveyor	8	
02	Administration	5	
	Other Employees		
	Total	34	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C10	Commercial Bldgs: Shopping Centers	1
C11	Community Facilities	1
C15	Construction Management	2
C16	Construction Surveying	3
E02	Education Facilities	1
F03	Fire Protection	
H07	Highways: Streets, Parking Lots	2
H09	Hospitals & Medical Facilities	1
H11	Housing	5
I01	Industrial Bldgs: Manuf. Plants	1
L02	Land Surveying	3
L04	Libraries	1
R04	Rec. Facilities; Parks & Marinas	1
S04	Sewage Collection/Treatment Disposal	2
S10	Survey, Mapping, Flood Plain Studies	1
S13	Storm Water Handling & Facilities	2
T04	Topographic Survey & Mapping	1
W01	Warehouses & Depots	2
W03	Water Supply/Treatment/Distribution	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE: 01-24-2025
c. NAME AND TITLE: Shawn D. Hindle, P.E. - President	


HWA

Ovation
Community Development District

Public Hearing on the Adoption of
the District's Fiscal Year 2024/2025 O&M Budget

a. Affidavit
b. Public Comments and Testimony
c. Board Comments
d. Consideration of Resolution 2025-29, Adopting Fiscal Year 2024/2025 Budget and Appropriating Funds

OSCEOLA
NEWS-GAZETTE
aroundosceola.com

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Jan. 16, 2025

Jan. 23, 2025

Notice ID: wgo5adDmR8hLpFeYlBY5
Notice Name: OVATION CDD*Notice of FY 2025 Budget Hearing

PUBLICATION FEE: $148.65

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Rachel Cozart

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/24/2025

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

OVATION COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 PROPOSED BUDGET AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors (**"Board"** of the Ovation Community Development District (**"District"** will hold a public hearing and regular meeting on February 7, 2025, at 1:00 p.m. at the Offices of Hanson, Walter & Associates, Inc. located at 8 Broadway, Suite 104, Kissimmee, FL 34741 for purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025. A regular Board meeting of the District will also be held at the above time where the Board may consider any other business that may properly come before it. A copy of the agenda and proposed budget may be obtained at the offices of the District Manager, PFM Group Consulting LLC at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 ("**District Manager's Office",** during normal business hours.

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

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

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing 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.

Vivian Carvalho
District Manager
January 16, 23, 2025

RESOLUTION 2025-29
[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF OVATION COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025, ("**FY 2025**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Ovation Community Development District (**"District"**) a proposed budget ("**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 Statute*s; 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 Chapter 189, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF OVATION 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 Ovation Community Development District for the Fiscal Year Ending September 30, 2025"

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 2025, 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 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of $15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS FEBRUARY 7, 2025.

ATTEST:

OVATION COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Ovation CDD

FY 2025 Approved Proposed
O&M Budget

	FY 2025 Approved Proposed Budget
Revenues	
Developer Contributions	$ 183,745.00
Net Revenues	**$ 183,745.00**
General & Administrative Expenses	
Supervisor fee	$ 12,000.00
Public Officials' Insurance	3,100.00
Trustee Fee	7,500.00
Management	45,000.00
Engineering	20,000.00
Disclosure Fee	1,000.00
District Counsel	45,000.00
Audit	6,000.00
Assessment Administration	5,000.00
Reamortization Schedules	250.00
Property Appraiser Fee	550.00
Travel & Per Diem	500.00
Postage & shipping	500.00
Copies	500.00
Telephone / Webex	50.00
Legal Advertising	10,000.00
Website maintenance	6,420.00
Dues, Licences and Fees	175.00
Bank Fees	200.00
General Insurance	5,000.00
Property and Casualty	5,000.00
Contingency	10,000.00
Total General & Administrative Expenses	**$ 183,745.00**
Total Expenses	**$ 183,745.00**
Net Income (Loss)	**$ -**

Ovation
Community Development District

Public Hearing on the Adoption of
the District's Rules of Procedure

a. Affidavit
b. Public Comments and Testimony
c. Board Comments
d. Consideration of Resolution 2025-30,
   Adopting the Rules of Procedure

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aroundosceola.com

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Bailee Liston, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Dec. 26, 2024

Notice ID: 1D7GPz1wPGCoCQTMxS9Y
Notice Name: OVATION CDD*Notice of Rule Development

PUBLICATION FEE: $66.26

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Bailee Liston

Agent

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 12/26/2024

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF RULE DEVELOPMENT BY THE OVATION COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, *Florida Statutes*, the Ovation Community Development District ("District ") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

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

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2023). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes* (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, at PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, 407-723-5900.

District Manager
December 26, 2024

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AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Laquansay Nickson Watkins, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Jan. 2, 2025

Notice ID: HmYkiZDwcgMUypV1AbVr
Notice Name: OVIATION CDD*Notice of Rulemaking

PUBLICATION FEE: $111.03

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Laquansay Nickson Watkins

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/02/2025

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF RULEMAKING
REGARDING THE RULES OF PROCEDURE OF THE
OVATION COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Ovation Community Development District ("District") on February 7, 2024, at 1:00 p.m. at the Offices of Hanson, Walter & Associates, Inc. located at 8 Broadway, Suite 104, Kissimmee, FL 34741.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Osceola News Gazette on December 26, 2024.

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

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2023). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office at PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, 407-723-5900.

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.

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 a 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 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 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 at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

District Manager
January 2, 2024

RESOLUTION 2025-30

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

WHEREAS, Ovation 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 OVATION 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 7th day of February 2025.

ATTEST:	**OVATION 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
OVATION COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF _____, 2024

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Rule 1.0 General.

(1) The Ovation Community Development District (the "District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

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

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

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

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

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution 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, 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 required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 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."

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

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

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

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

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with 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. 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 Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety 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), Florida Statutes; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 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) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

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

(3) Notice of Proceedings and Proposed Rules.

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

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

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

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

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

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

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

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) 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.

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 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 in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

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

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

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

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

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

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

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

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

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

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

Specific Authority: §§ 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. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

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

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

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

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

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

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

is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

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

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

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

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 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 District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 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 District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice

shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the

hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

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

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

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

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

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

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

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

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

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

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

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

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

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

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

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

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best

interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board,

for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

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

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

   a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

   b. Hold all required applicable federal licenses in good standing, if any;

   c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

   d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

   Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to

submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 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 in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

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

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

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

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

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

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

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

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

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

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

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

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

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

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

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

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

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

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

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

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

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

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

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

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

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

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

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

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

Specific Authority: §§ 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. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

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

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2024, 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.

Ovation
Community Development District

Public Hearing on the District's Use of
the Uniform Method of Levying, Collecting,
and Enforcing Non-Ad Valorem Assessment

a. Affidavit
b. Public Comments and Testimony
c. Board Comments
d. Consideration of Resolution 2025-31,
   Adopting the Use of the Uniform Method

OSCEOLA
NEWS-GAZETTE
aroundosceola.com

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Jan. 9, 2025

Jan. 16, 2025

Jan. 23, 2025

Jan. 30, 2025

Notice ID: I7VDppDYe41kDCuiXKzX
Notice Name: OVATION CDD*Notice of Uniform Method Hearing

PUBLICATION FEE: $341.18

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Rachel Cozart

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 01/31/2025

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

OVATION COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF THE DISTRICT'S INTENT
TO USE THE UNIFORM METHOD OF COLLECTION
OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Ovation Community Development District (the "District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on February 7, 2025, at 1:00 p.m. at the Offices of Hanson, Walter & Associates, Inc. located at 8 Broadway, Suite 104, Kissimmee, FL 34741.

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

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Office at PFM Group Consulting LLC at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Office.

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

Vivian Carvalho
District Manager
January 9, 16, 23, 30, 2025

RESOLUTION 2025-31

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of February 2025.

ATTEST:

OVATION COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman, Board of Supervisors

Exhibit A: Legal Description

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 26 AND 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 11, TOWNSHIP 14 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG THE WEST LINE OF SAID SECTION 11 FOR A DISTANCE OF 100.00 FEET TO A POINT LYING ON THE NORTH RIGHT OF WAY LINE OF DURRANCE LANE, ACCORDING TO OFFICIAL RECORDS BOOK 6920, PAGE 2744 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°20'26" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 4203.02 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 56°44'53" EAST FOR A DISTANCE OF 102.37 FEET; THENCE RUN NORTH 25°15'04" WEST FOR A DISTANCE OF 214.40 FEET TO THE WEST LINE OF SAID SECTION 11; THENCE RUN NORTH 01°20'26" WEST ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 2 FOR A DISTANCE OF 6072.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE RUN NORTH 01°23'28" WEST ALONG THE WEST LINE OF SAID SECTION 35 FOR A DISTANCE OF 5462.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE RUN NORTH 02°04'24" WEST ALONG THE WEST LINE OF SAID SECTION 26 FOR A DISTANCE OF 2657.36 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 26; THENCE RUN NORTH 89°28'21" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 26 FOR A DISTANCE OF 877.85 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE RUN SOUTH 49°43'49" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 4225.25 FEET; THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE RUN SOUTH 01°52'31" EAST FOR A DISTANCE OF 4093.77 FEET; THENCE RUN SOUTH 23°34'02" EAST FOR A DISTANCE OF 262.40 FEET; THENCE RUN SOUTH 00°46'58" EAST FOR A DISTANCE OF 1073.82 FEET; THENCE RUN NORTH 89°55'22" EAST FOR A DISTANCE OF 463.73 FEET; THENCE RUN SOUTH 02°20'43" EAST FOR A DISTANCE OF 5175.26 FEET; THENCE RUN NORTH 87°39'43" EAST FOR A DISTANCE OF 610.79 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°42'07" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 2662.56 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 01°43'08" EAST ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 2562.50 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID DURRANCE LANE; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 88°27'31" WEST FOR A DISTANCE OF 2662.94 FEET; THENCE RUN SOUTH 88°29'20" WEST FOR A DISTANCE OF 2660.95 FEET TO THE POINT OF BEGINNING

CONTAINING: 1847.32 ACRES, MORE OR LESS

Ovation
Community Development District

Consideration of Resolution 2025-32,
Adopting Goals, Objectives,
and Performance Measures and Standards

RESOLUTION 2025-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OVATION COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida ("HB 7013") and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A.** The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District's success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

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

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

PASSED AND ADOPTED this 7th day of February 2025.

ATTEST: **OVATION COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Exhibit A:
Goals, Objectives and Annual Reporting Form

Performance Measures/Standards &
Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.
Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.
Standard: A minimum of three board meetings were held during the Fiscal Year.
Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.
Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.
Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).
Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.
Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.
Standard: 100% of monthly website checks were completed by District Management.
Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.
Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.
Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.
Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

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

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

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

Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____ Date:_____

Print Name:_____

District Manager:_____ Date:_____

Print Name:_____

Ovation
Community Development District

Ratification of District Website Services Agreement

AGREEMENT BETWEEN THE OVATION COMMUNITY DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOBALTECH, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

THIS AGREEMENT (this "**Agreement**') is entered into as of this 9th day of January 2025, by and between:

OVATION COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "**District**"), and

NEWAGETUTORS LLC, D/B/A VGLOBALTECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. SCOPE OF WORK. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include the following:

A. **EXISTING WEBSITE REMEDIATION/NEW WEBSITE BUILD**. Contractor shall either perform a one-time conversion and remediation of the existing Website or build a new Website, which shall meet all compliance requirements under the ADA and compliance requirements based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

i. provide an ADA compliant Website and/or perform ADA website compliance check for the current Website, as applicable, and create project plan to provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;

ii. cross-check compatibility of the Website with various web applications, including but not limited to mobile phones, tablets, laptop computers, desktop computers, and braille readers and other assistive technologies for accessibility;

iii. convert up to two (2) years of accumulation of existing PDF documents to accessible formats for assistive technologies, as needed;

iv. provide a webpage containing website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems (collectively, "**Accessibility Policy**");

v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("**Compliance Shield**"); and

vi. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA.

B. **MAINTENANCE**. Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with WCAG. Specifically, Contractor shall:

i. continue to provide and update, as needed, those Services identified in Section 2(A);

ii. provide assistive support via telephone and/or email up to eight (8) hours per month, including regularly corresponding with the District staff regarding remediated documents, providing updates to the Website, and providing recommendations of remedial actions, as needed. Notwithstanding the foregoing, the District may request that Contractor attend a conference call or an in-person meeting of the District to review metrics, results and summaries of maintenance performed to-date;

iii. remediate new documents identified by the District to accessible formats for assistive technologies, as needed, including new agenda materials. In the event that the District is allowed access to Contractor's proprietary batch conversion software ("**Software**") that creates compliant documents, the District shall first remediate new documents using the Software. If conversion by Software fails to produce a compliant document, then Contractor shall remediate new documents within 24 hours of the District's request;

iv. provide and update Contractor's Compliance Shield and Accessibility Policy, which may need to be updated from time to time, for display and use on the Website;

v. secure "https" certification and provide premium, secure "cloud" hosting with fail-over, automated, and regular back-up measures to ensure continued functionality and accessibility of the Website (collectively, "Hosting"). Hosting shall also include, but not be limited to, unlimited file space, bandwidth, fast website response, and 99.9% website uptime;

vi. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A.**

C. QUARTERLY TECHNOLOGICAL AND HUMAN AUDITS. Contractor shall perform, or cause to be performed, at least four (4) quarterly technological and human audits per year to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any. Contractor shall renew, on a quarterly basis, the Digital Asset Technical Compliance Seal and the Human Audit Seal (collectively, the "**Audit Seals**") on the Website.

D. ADDITIONAL SERVICES. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. performing additional audit(s) of the Website;

ii. providing a point of contact to respond to public's requests for Website accommodation;

iii. converting documents for public records requests received by the District;

iv. providing assistive support to District staff that is in excess of eight (8) hours per month, at a rate not to exceed Fifty-Five Dollars ($55.00) per hour; and

v. providing any other ADA recommended compliance services requested by

the District that Contractor is capable of performing.

E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. While providing the Services, Contractor may sub-contract certain portions of the Services ("**Sub-Contracted Services**"); provided however, Contractor shall remain responsible ensuring completion of all Services, including the Sub-Contracted Services, in accordance with the terms provided in this Agreement and **Exhibit A**.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. EXISTING WEBSITE REMEDIATION/NEW WEBSITE BUILD. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay a one-time fee of Three Thousand Dollars ($3,000.00). Contractor shall invoice the District upon completion of the initial work provided in Section 2(A).

B. MAINTENANCE. For performance of the Services as provided in Section 2(B) of this Agreement, the District shall pay Two Thousand Two Hundred Twenty Dollars ($2,220.00) per year, payable in twelve (12) equal monthly installments of One Hundred Eighty-Five Dollars ($185.00). Parties understand and acknowledge that this includes document remediation pursuant to Section 2(B)(iii).

C. QUARTERLY TECHNOLOGICAL AND HUMAN AUDITS. For performance of the Services as provided in Section 2(C) of this Agreement, the District shall pay One Thousand Two Hundred Dollars ($1,200.00) per year, payable in equal, quarterly installments of Three Hundred Dollars ($300.00).

D. INVOICES; PAYMENT. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al*., *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this

Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all

intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide the District with a Compliance Shield, applicable Audit Seal(s), and customized Accessibility Policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield and/or applicable Audit Seal(s) for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield and/or applicable Audit Seal(s) for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content 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 **Jennifer Walden** ("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 Work; 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR AT 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA, 32817.

SECTION 8. INDEMNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or 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 (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2(C) of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. 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 of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. 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 (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

C. In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8.

SECTION 9. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 10. GENERAL PROVISIONS.

A. CONFLICTS. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

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

C. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Osceola County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. 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, 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.

G. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to 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 other than the District and Contractor 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.

H. 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 actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

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

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech
636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Ovation Community Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817

Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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.

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

K. 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.

L. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless

expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. E-VERIFY. The 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. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

T. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for

convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[*SIGNATURES ON NEXT PAGE*]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST**:**	**OVATION COMMUNITY DEVELOPMENT DISTRICT**
Secretary/Assistant Secretary	Vice/Chairperson, Board of Supervisors
WITNESS**:**	**NEWAGETUTORS LLC, D/B/A VGLOBALTECH**, a Florida limited liability company
Print Name:_____	By: Vaibhav V. Joshi, Manager

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service

Proposal For

Ovation Community Development District

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
October 8, 2024	1.0	Initial Version as per request	VB Joshi

Florida's Leading ADA & WCAG Web-design, Audit and Maintenance Company.
VGlobalTech's Technical Compliance Seal

Visit https://vglobaltech.com/website-compliance/ for details.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

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

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

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

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

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

1. The full legal name of the special district.

2. The public purpose of the special district.

3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.

4. The fiscal year of the special district.

5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.

6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.

7. A description of the boundaries or service area of, and the services provided by, the special district.

8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

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of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

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

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

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

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

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

14. The public facilities report, if applicable.

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

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

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

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2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: https://www.w3.org/WAI/standards-guidelines/wcag/

Visit http://vglobaltech.com/website-compliance/ for more details, do a website compliance check on your website and to download a PDF proposal.

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2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted in an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

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2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
    - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
    - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
    - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
    - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

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VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit https://vglobaltech.com/website-compliance/ **for details of our compliance process and expertise in this area.**

Please see References section for several resources on compliance.

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3.0 Pricing

Website Complexity: Medium Level Websites

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	**ADA** Standards application (as per Section 1 above). ADA.gov, **Web Content Accessibility Guidelines (WCAG)**
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with **VGlobalTech's ADA Compliance Seal** (renewed quarterly as long as contract is in place)
	Web Design Total: $3000/- (one time) ***Existing website will need only remediation and cleanup as per ADA & WCAG. Rebuild is NOT required.***

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3.2 ADA Compliance Monthly Maintenance Email and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance <u>DOES NOT</u> include the quarterly audits proposed in the next section.
Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. ***Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.***
2.	PDF Documents conversion (to Text, HTML etc) as needed (***new documents during the maintenance year only***) for ADA Compliance / Reader Compliance. VGlobalTech's **proprietary batch conversion software** shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). **There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software**. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal
	Total Monthly Maintenance with full content upload, document conversion and Hosting: **$185 / month** *Support beyond 8 hrs. / month / CDD shall be billed at $55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) **Monthly price discounted for existing customers ***Monthly maintenance must be paid before the 10th of every month

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3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf**

VGlobalTech has developed a unique program for digital accessibility that is run by a highly skilled and experienced team in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here:
https://vglobaltech.com/website-compliance/

Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (**ADA**), Web Content Accessibility Guidelines (**WCAG**), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand.

Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

Cost for Audit: $300 / per quarter

- Can be paid yearly for all 4 audits ($1200) or can be paid per audit every quarter
- All CDD required website documents' conversions to compatible formats included
- Seals renewed every quarter
- Audits are conducted by VGlobalTech dev and ADA Expert Team

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This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* Email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

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4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Signatures:

For Customer *Date*

VB Joshi

For VGlobalTech *Date*

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.
Call: 321-947-7777 | Email: contact@VGlobalTech.com
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5.0 References:

ADA Best Practices Tool Kit for State and Local Governments:
https://www.ada.gov/pcatoolkit/chap5toolkit.htm

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*
https://www.ada.gov/websites2.htm

Web design Standards: https://www.w3schools.com/

Web Content Accessibility Guidelines (WCAG) https://www.w3.org/TR/WCAG21/

VGlobalTech Web Content Accessibility Implementation and Checkpoints:
http://vglobaltech.com/website-compliance/









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Ovation
Community Development District

Consideration of Trustee Agreement

Global Corporate Trust
500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309

November 11, 2024

Hank Fishkind, Ph.D., President
Fishkind Consulting
3504 Lake Lynda Drive, Suite 107
Orlando, Florida 32817

Re: ~$207,000,000 Ovation Community Development District
Special Assessment Revenue Bonds, Series 2025

Dr. Fishkind,

Thank you for the opportunity to provide our services to Ovation Community Development District. This letter will confirm U.S. Bank's fee structure for the above referenced issue (presuming one Series of Bonds issued under a single indenture):

Acceptance Fee	$3,500
Closing Expenses	$500 (Not to Exceed, Florida Closing)
Annual Trustee, Paying Agent & Registrar Fee	$9,500
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees (Not to Exceed $300)
Trustee Counsel Fee	$15,000 (Not to Exceed, Estimated)

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and which may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for EAS fees and expenses at the prevailing market rate. This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the terms and conditions set forth herein, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related expenses will be billed to the client directly.

All fees and expenses are payable in advance. Again, thank you for the opportunity to provide our services to the District and the District's professional team. Please contact do not hesitate to contact me at 954.938.2476 if you have any questions or need any additional information.

Sincerely,

Scott A. Schuhle

Scott A. Schuhle
Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and other relevant documentation from individuals claiming authority to represent the entity.