

*Hartford Terrace
Community Development District*

Agenda

April 16, 2026

AGENDA

Hartford Terrace

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

REVISED AGENDA

April 9, 2026

Board of Supervisors Hartford Terrace Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Hartford Terrace Community Development District** will be held on **Thursday, April 16, 2026 at 2:00 PM, or as shortly thereafter as reasonably possible, at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897. PLEASE NOTE THE LOCATION OF THE MEETING.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Acceptance of Resignation of Eric Baker and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2026
 - B. Administration of Oath of Office to Newly Appointed Board Member
 - C. Consideration of Resolution 2026-01 Electing an Assistant Secretary
4. Approval of Minutes of the July 17, 2025 Meeting
5. Consideration of Initial Public Facilities Report
6. Consideration of Resolution 2026-02 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing
7. Ratification Items
 - A. Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2025
 - B. Agreement with Amtec to Provide Arbitrage Rebate Calculation Services for the Series 2024 Bonds
 - C. Series 2024 Requisition #3 - #6
 - D. Data Sharing and Usage Agreement with Polk County Property Appraiser
 - E. Uniform Method Contract Agreement with Polk County Property Appraiser
8. **Consideration of Resolution 2026-03 Designating a Date, Time and Place of Public Hearing for Adopting Rules of Procedure - Added**
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Registers (9)
 1. July 7, 2025 – April 2, 2026
 - ii. Balance Sheet and Income Statement
 - iii. Presentation of Arbitrage Rebate Report for Series 2024 Bonds

- iv. Designation of **November 19, 2026** as Landowners' Meeting Date
- D. Field Manager's Report
 - i. Consideration of Proposal from Toole's Tractor Services for Bi-Monthly Rotovating
 - ii. Consideration of Proposal from Exclusive Landscaping for One-Time Cutback of Overgrown Vegetation in Tract LA-1
- 10. Other Business
- 11. Supervisor's Requests
- 12. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

George S. Flint

George S. Flint
District Manager

CC: Tucker Mackie, District Counsel
Jason Alligood, District Engineer
Darrin Mossing, GMS

Enclosures

SECTION III

SECTION A

Dear Board of Supervisors and Management,

I hereby resign my positions as a member of the Boards of Supervisors for the following CDDs:

- Hartford Terrace
- Riverwalk
- Sandmine Road
- Windsor Cay

My resignations are effective immediately.

Signed by

Eric Baker

2/26/2026

Eric Baker

SECTION C

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT ELECTING AN ASSISTANT SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Hartford Terrace Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to elect an Assistant Secretary.

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

SECTION 1. _____ is elected Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of April, 2026.

ATTEST:

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairman

MINUTES

MINUTES OF MEETING
HARTFORD TERRACE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Hartford Terrace Community Development District was held on Thursday, July 17, 2025, at 2:00 p.m. at 1115 Aloha Blvd., Davenport, Florida.

Present and constituting a quorum were:

Mary Burns	Assistant Secretary
Sean Bailey	Assistant Secretary
Serena Turke	Assistant Secretary

Also, present were:

George Flint	District Manager
Ryan Dugan <i>by phone</i>	District Counsel
Jason Alligood <i>by phone</i>	District Engineer
Ashley Hilyard	Field Manager

The following is a summary of the discussions and actions taken at the July 17, 2025 Hartford Terrace Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called roll. Three Board Members were in attendance constituting a quorum.

Mr. Flint stated he had performed the oath of office to Mr. Bailey and Ms. Burns. He provided an overview of the CDD, their purpose, and their roles as Board Members. Mr. Flint explained the two parts of assessments that the CDD levies, and stated they show up on the tax bill. He noted that is how the CDD collects assessments. He added there is a debt service component and an operations and maintenance component. Mr. Flint stated this budget starts the next fiscal year on October 1st as a proposed increase in assessments. By Florida statute a required

notice will be sent to all homeowners informing them of the required public hearing which is held today.

Mr. Flint explained the role of the Board Members that are elected on a landowner’s election with the developer. He explained how the requirements for the seats transition to general election. He added currently all the Board Members are affiliated with the developer.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint asked for any members of the public present to provide comments.

Resident commented that she had discovered her land will not be supported by Davenport water and the lack of water pressure. She asked for an understanding. Staff explained the steps of installation of the streetlights and explained that the City is responsible for the water.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Chris Wrenn and Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2026

Mr. Flint stated they had received a resignation letter from Chris Wrenn and asked for a motion to accept the resignation.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Accepting the Resignation Letter from Chris Wrenn, was accepted.

Mr. Flint stated when there is a vacancy on the Board they can appoint someone. He asked if the Board would like to appoint someone to fill the vacancy at this time. Mr. Bailey nominated Mr. Bernard Sullivan.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Appointing Bernard Sullivan to Fulfill the Board Vacancy with a Term Ending November 2026, was approved.

B. Administration of Oath of Office to Newly Appointed Board Member

Mr. Flint noted Bernard Sullivan was not in attendance but could be sworn in before the next Board meeting.

C. Election of Officers

D. Consideration of Resolution 2025-07 Electing Officers

Mr. Flint stated this resolution is for electing officers. He reviewed the current slate of officers with Chris Wrenn as Chair. Board consensus was for Sean Bailey to serve as Chairman, Bernard Sullivan as Vice Chair, and Ms. Turke and Ms. Burns as Assistant Secretaries.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2025-07 Electing Officers as slated above, was approved.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the April 17, 2025 Meeting

Mr. Flint presented the minutes from the April 17, 2025 meeting. He asked for any comments, corrections, or changes. The Board had no changes to the minutes.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Minutes of the April 17, 2025 Board of Supervisors Meeting, were approved, as presented.

FIFTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2024 Audit Report

Mr. Flint asked for approval of the Fiscal Year 2024 Audit Report. He added this is a requirement and the Board selected an independent auditor. He noted this report has been filed to the State of Florida. He stated there were no findings and it is a clean report.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Accepting the Fiscal Year 2024 Audit Report, was approved.

SIXTH ORDER OF BUSINESS

Public Hearing

Mr. Flint asked for a motion to open the public hearing for presentation of the 2026 proposed budget. He added there is a proposed increase in assessments and a mailed notice has been sent and published.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Opening the Public Hearing, was approved.

A. Consideration of Resolution 2025-08 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations

Mr. Flint presented the Fiscal Year 2026 Budget relating to the annual appropriations and the funding. He reviewed the increases in the budget. He noted the townhomes went from \$165 to

\$281. The 40 foot lots went from \$330 to \$560. The 50 foot lots went from \$412 to \$701. The 60 foot lots went from \$495 to \$842.

Mr. Flint asked for any comments or questions on the proposed budget.

Resident asked why the budget was done before for a full year. Mr. Flint explained why the assessment was for partial year expenses. He explained that the first year was at a lower rate.

Mr. Flint asked for any questions from the Board. Hearing no questions from the Board, Mr. Flint asked for approval of the Fiscal Year 2026 Budget relating to the annual appropriations.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2025-08 Adopting the Fiscal Year 2026 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2025-09 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint presented Resolution 2025-09 and explained how the CDD collects assessments.

On MOTION by Mr. Bailey, seconded by Mr. Turke, with all in favor, Resolution 2025-09 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Closing the Public Hearing, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Fiscal Year 2026 Deficit Funding Agreement

Mr. Flint stated this is the deficient funding agreement between the CDD and Pulte for \$54,274.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Fiscal Year 2026 Deficit Funding Agreement, was approved.

EIGHTH ORDER OF BUSINESS

District Goals and Objectives

A. Adoption of Fiscal Year 2026 Goals and Objectives

Mr. Flint stated this is required for Districts to annually adopt goals and objectives. He reviewed the goals and objectives and each section for the District.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Adoption of the Fiscal Year 2026 Goals and Objectives, were approved.

B. Presentation of Fiscal Year 2025 Goals and Objectives and Authorization to Chair to Execute

Mr. Flint stated this is the goals and objectives adopted last year. Each District is required to evaluate how they did on the goals and then post them on the District’s website. This motion will delegate the authority of the Chair to approve the report and allow us to post these on the website. Then they can be brought back to the Board for ratification.

On MOTION by Ms. Turke, seconded by Ms. Burns, with all in favor, the Fiscal Year 2025 Goals and Objectives to Delegate the Authorization to the Chair to Execute, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Dugan had nothing to report.

B. Engineer

Mr. Alligood had nothing specific to report but offered to take any questions.

C. District Manager’s Report

i. Approval of Check Register

Mr. Flint stated next is the check register and offered to take any questions. He noted the first check register is for April 4th through June 5th for \$12,134.66 and the second check register is for June 6th through July 3rd for \$14,138.91.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. Flint noted you have been provided the unaudited financials through the end of May. There is no action required. He noted they are 100% collected.

iii. Presentation of Number of Registered Voters – 48

Mr. Flint noted the number of registered voters in the District as of April 15th is 48.

iv. Approval of Fiscal Year 2026 Meeting Schedule

Mr. Flint noted the Board is required to approve a meeting schedule. He asked the Board if they wanted to approve this schedule or would they like to make any changes. The Board discussed the location and what the process would be for changing location. Mr. Flint added they could change the schedule at any time if it is posted.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Fiscal Year 2026 Meeting Schedule, was approved.

D. Field Manager’s Report

Ms. Hilyard provided the Field Manager’s Report which was included in the meeting agenda for Board review.

TENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisor’s Requests

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

November 25, 2025
Public Facilities Report

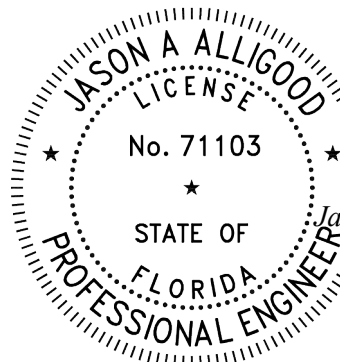


Hartford Terrace Community Development District

Polk County, Florida

Prepared for:
The District

Kimley»Horn



Jason A. Alligood
Jason A. Alligood, P.E.
FL P.E. # 71103

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CA 35106

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
JASON A. ALLIGOOD, P.E.
ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

December 8, 2025

Board of Supervisors
Hartford Terrace Community Development District


RE: **Public Facilities Report**

Dear Board Members:

As requested, we are pleased to present herein a report on the Public Facilities within the District's boundaries. The report was prepared to provide the data pursuant to Florida Statue 189.08, Special District Public Facilities Report.

Should you have questions or comments, please feel free to contact me directly.

Sincerely,



Jason A. Alligood, P.E.
Project Manager

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List of Exhibits

- EXHIBIT A LOCATION AND BOUNDARY MAP**
- EXHIBIT B OWNERSHIP MAP**

PURPOSE AND SCOPE

This report has been prepared at the request of the Hartford Terrace Community Development District (the District) to comply with the requirements of 189.08, Florida Statutes, regarding the Special District Public Facilities Report. This report provides general descriptions of the public facilities owned by the District.

GENERAL INFORMATION

The Hartford Terrace Community Development District (District) is comprised of 112+/- acres located in Polk County, Florida as depicted on the Aerial Location Map (Exhibit A). The District is east of and adjacent to US Highway 27 and north of Forest Lake Drive, bound by Holly Hill Road to the east. Located within the boundaries of the District, as shown on the District Ownership Map (Exhibit B), includes residential development that features single family homes, townhomes.

The Development features 73+/- acres for residential lots, 7+/- acres for commercial development, 10+/- acres for roadway and utilities, and 22+/- acres for open space recreation and stormwater management. The development is split into three (3) phases of construction. Phases 1 and 2, consisting of 245 units and 157 units respectively, are complete. Phase 3, consisting of 115 units, is not yet constructed.



The cost of planning, design, acquisition, construction, installation, and equipping of infrastructure improvements is funded in part through the issuance of multiple series of bonds. Upon exhaustion of said bonds, the remaining infrastructure required under the Capital Improvement Plan is funded directly by the Master Developer pursuant to the Completion Agreement.

PUBLIC FACILITIES

Water Facilities

The District is supplied potable water and fire protection from the City of Haines City. The District's source of potable and fire water is located at the intersection of Harrison Road and US Highway 27 via tap into the existing 18" main as well as via tap into the existing 10" main along Holly Hill Road at the southeast corner of the development. This looped system provides the water that services all the lots within the District. Within the development, there is a network of 8-inch water main that distribute the water to the end users.

The District has been permitted for 517 residential units, which was the basis for a water consumption of 441,876 GPD by the District in the application submitted by Kimley-Horn and Associates, Inc. for water service by the City of Haines City Utilities through the Polk County Department of Health in January 2022. Phase 3 is not yet constructed and includes 115 of the 517 residential units.

There have been reports of low water pressure within the community at times. Most of the reports were prior to the second water connection off of U.S Highway 27 being completed. However, some additional reports have come in after. This is mostly within Phase 1 at this time. The City of Haines City recently completed improvements to their system that may have improved the flow to their overall to the development. There have been known high demand related fluctuations in the City's system per their water model. This is currently being evaluated by Kimley-Horn and Associates in coordination with the City of Haines City. The ability to fight fire has not been compromised.



Wastewater Facilities

Wastewater collection facilities are also located throughout the District. Generally, there is a network of public underground sewer pipes and manholes, which collect and convey the residential wastewater flows to an onsite public lift station. The wastewater is then pumped into a force main that runs along the north side of the property and manifolds into an existing force main along Holly Hill Road. This force main carries wastewater to the Haines City Wastewater Treatment Plant.

The District has been permitted for 517 residential units, which was the basis for an average sanitary sewage generation of 720,000 GPD to the onsite public lift station in the application submitted by Kimley-Horn and Associates, Inc. for wastewater connection to FDEP in January 2022. Phase 3 is not yet constructed and includes 115 of the 517 residential units.



Irrigation Facilities

The District is currently supplied irrigation via potable water mains throughout the development. Reclaimed water is to be provided by the City of Haines City for future irrigation use. The District's source of reclaimed water includes locations at the intersection of Harrison Road and US Highway 27 via tap into the existing 18" main and off Holly Hill Road via tap into the existing 10" main. This system will provide irrigation that services all the lots and common space within the District. Within the development, there is a network of 8-inch reclaimed water main that distribute the water to the end users.



Generally, the common areas within the District are complete and have working irrigation through the potable system until a reclaim connection is made. It is currently being studied whether the water pressure issues mentioned previously are a result of the irrigation demands being pulled from the system.

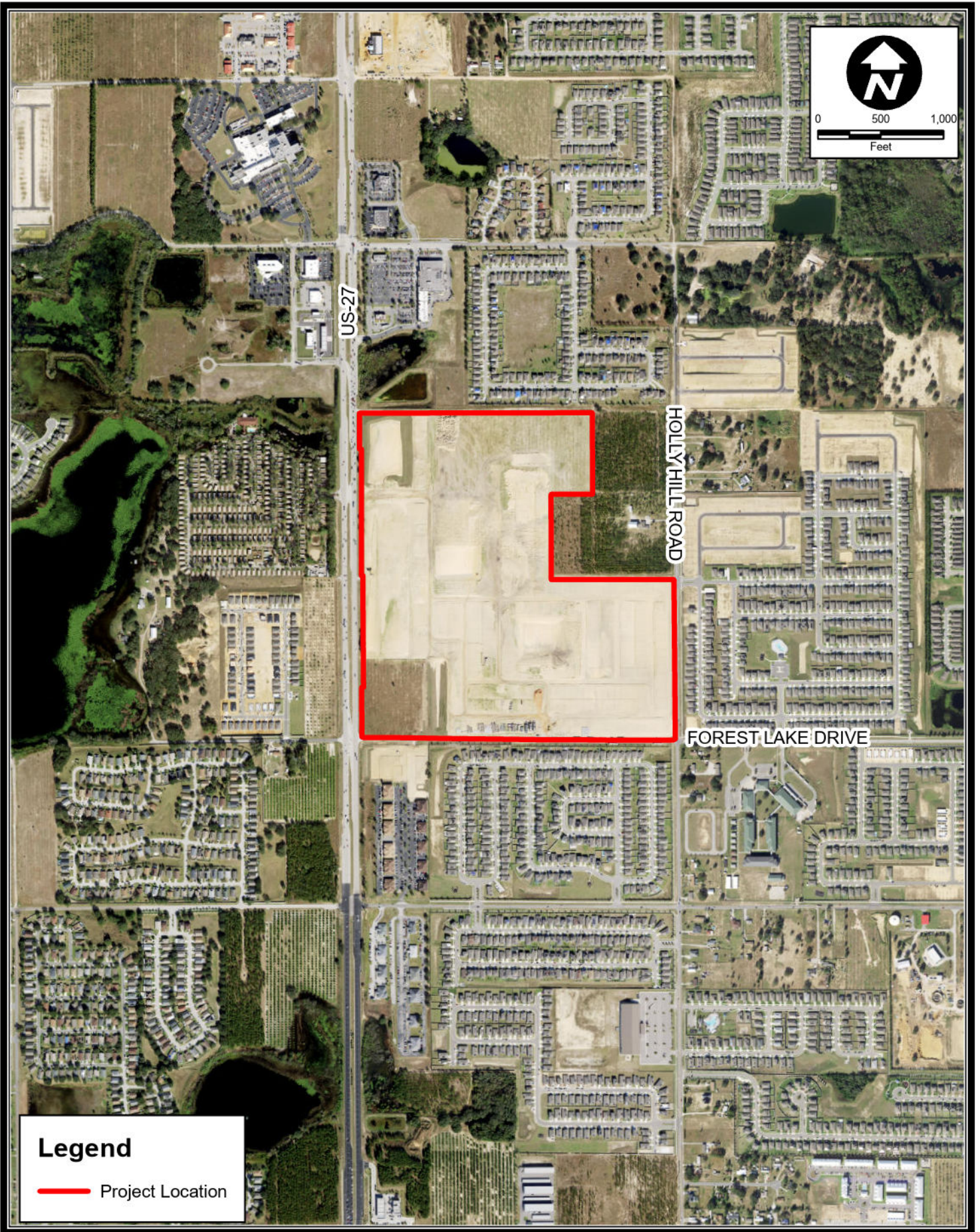
Stormwater Management Facilities

The District-wide stormwater system consists of dry retention ponds to capture, treat, and retain stormwater runoff up to the 100-year, 24-hour storm from developed areas.

In general, the stormwater runoff will flow from the developed areas and roads and into the ponds via inlet structures and pipping. The primary form of treatment will be ground infiltration pursuant to accepted design criteria.

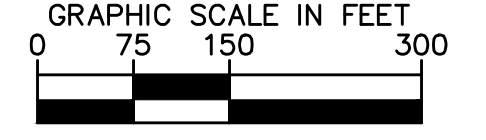
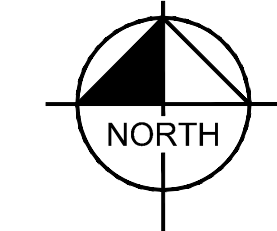
Ponds have been designed to fully retain and infiltrate the 100-year, 24-hour storm event, and provide treatment for a volume of runoff established by county, state, and federal regulations. The master stormwater system consists of six (6) dry retention ponds. The ponds are currently operational and are owned and operated by the District. The current demands are dictated by the completed development within the District.



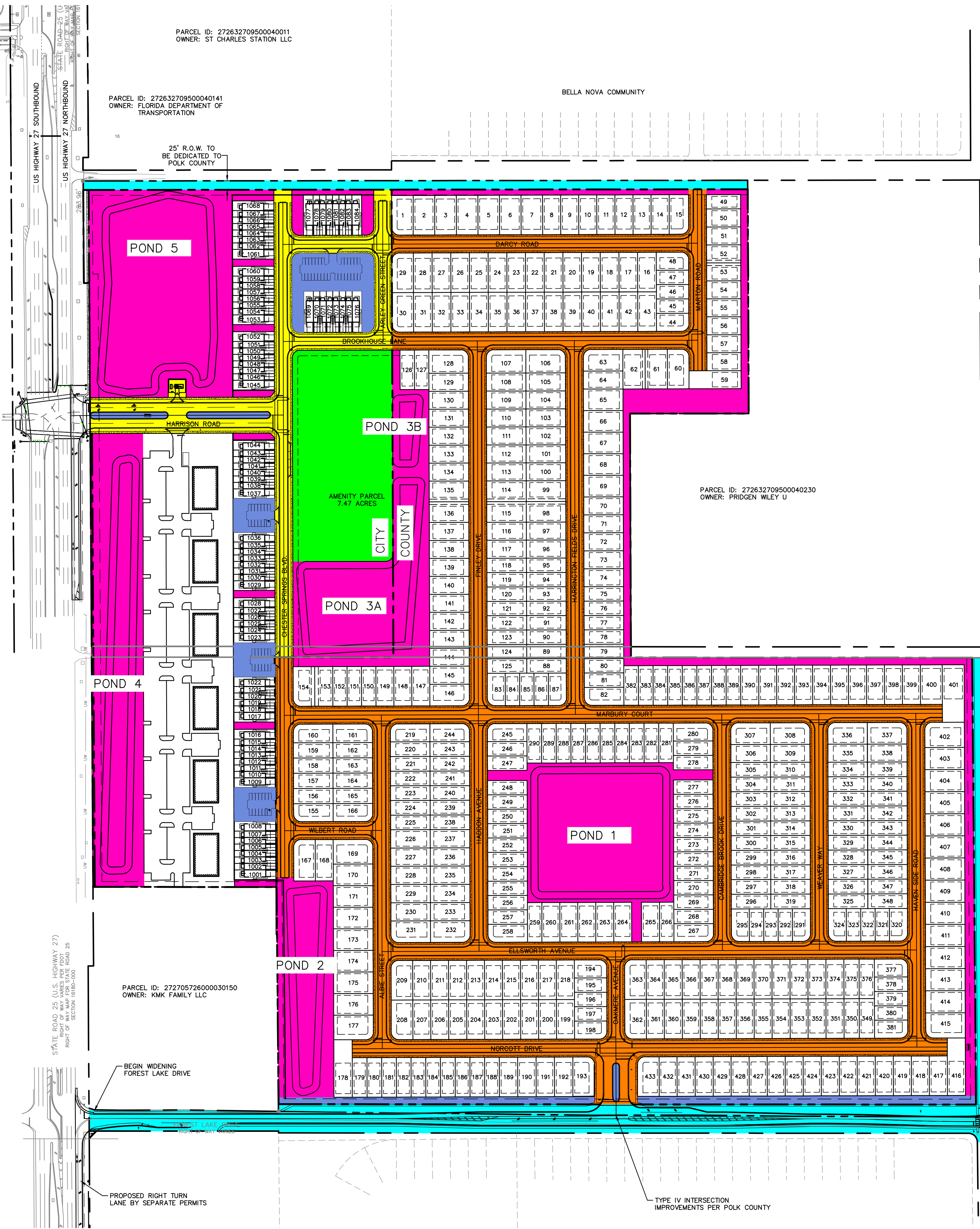


AERIAL LOCATION MAP

Plotted By: Boyd, Griffin, Sheet Set: HARTFORD TERRACE - Layout: C201 - GENERAL LOT LAYOUT - April 17, 2025 - 03:35:39pm - K:\ok_civil\cadd\exhibits\2024-09-30 - Ownership Exhibit\Ownership Exhibit.dwg



- LEGEND:**
- CDD
 - HOA
 - CDD AREAS TO BE MAINTAINED BY HOA*
 - POLK COUNTY
 - CITY OF HAINES CITY
 - CITY OF DAVENPORT



CALL 2 BUSINESS DAYS BEFORE YOU DIG

IT'S THE LAW! Know what's below. DIAL 811

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

*CDD AREA TO BE MAINTAINED BY HOA, UNTIL HOA TURNOVER, WHERE MAINTENANCE RESPONSIBILITY WILL REVERT TO CDD.

No.	REVISIONS	DATE	BY

Kimley»Horn

109 S. KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM
REGISTRY NO. 35106

KHA PROJECT 046489003
DATE OCTOBER 2024
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

OWNERSHIP EXHIBIT

HARTFORD TERRACE
PREPARED FOR
PULTE GROUP

POLK COUNTY FL

SHEET NUMBER
EXHIBIT

SECTION VI

RESOLUTION 2026-02
[FY 2027 BUDGET APPROVAL RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FY 2027; SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION; ADDRESSING TRANSMITTAL AND POSTING REQUIREMENTS; ADDRESSING SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**FY 2027**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Hartford Terrace Community Development District (“**District**”), the proposed budget(s) attached hereto as **Exhibit A (“Proposed Budget”)**; and

WHEREAS, the Board now desires to set the required public hearing on the Proposed Budget.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget attached hereto as **Exhibit A** is hereby approved preliminarily.

2. **SETTING A PUBLIC HEARING; DIRECTING PUBLICATION.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, time, and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: July 16, 2026
TIME: 2:00 p.m.
LOCATION: Holiday Inn Express & Suites Orlando South
4050 Hotel Drive
Davenport, Florida 33897

3. **TRANSMITTAL TO LOCAL GENERAL PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET.** The District Manager is hereby directed to (i) submit a copy of the Proposed Budget to the applicable local general-purpose government(s) at least 60 days prior to its adoption, and (ii) post the approved Proposed Budget on the District’s website in accordance with Chapter 189, Florida Statutes.

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

PASSED AND ADOPTED THIS 16TH DAY OF APRIL 2026.

ATTEST:

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Hartford Terrace
Community Development District

Proposed Budget
FY2027



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1-2 General Fund

3-6 General Fund Narrative

7 Debt Service Fund - Series 2024

8 Amortization Schedule - Series 2024

Hartford Terrace
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY2027
<u>Revenues</u>					
Assessments - Tax Roll	\$ 230,145	\$ 222,371	\$ 7,774	\$ 230,145	\$ 312,790
Interest	\$ -	\$ 749	\$ 899	\$ 1,648	\$ -
Developer Contributions	\$ 54,274	\$ -	\$ -	\$ -	\$ 20,500
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 15,940
Total Revenues	\$ 284,419	\$ 223,121	\$ 8,673	\$ 231,794	\$ 349,230
<u>Expenditures</u>					
<i><u>General & Administrative</u></i>					
Engineering	\$ 10,000	\$ 6,998	\$ 3,002	\$ 10,000	\$ 10,000
Attorney	\$ 20,000	\$ 1,348	\$ 5,000	\$ 6,348	\$ 15,000
Annual Audit	\$ 4,600	\$ -	\$ 4,600	\$ 4,600	\$ 4,700
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,500
Arbitrage	\$ 900	\$ 450	\$ -	\$ 450	\$ 900
Disclosure Software	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 5,000
Dissemination	\$ 7,000	\$ 2,146	\$ 3,004	\$ 5,150	\$ 7,000
Trustee Fees	\$ 9,000	\$ 2,831	\$ 1,415	\$ 4,246	\$ 9,000
Management Fees	\$ 42,500	\$ 17,708	\$ 24,792	\$ 42,500	\$ 42,500
Information Technology	\$ 1,890	\$ 788	\$ 1,103	\$ 1,890	\$ 1,890
Website Maintenance	\$ 1,260	\$ 525	\$ 735	\$ 1,260	\$ 1,260
Telephone	\$ 300	\$ -	\$ -	\$ -	\$ 300
Postage & Delivery	\$ 1,000	\$ 295	\$ 413	\$ 709	\$ 750
Insurance	\$ 6,219	\$ 5,732	\$ -	\$ 5,732	\$ 6,305
Printing & Binding	\$ 1,000	\$ -	\$ -	\$ -	\$ 500
Legal Advertising	\$ 10,000	\$ -	\$ 5,833	\$ 5,833	\$ 7,000
Other Current Charges	\$ 5,000	\$ 185	\$ 300	\$ 485	\$ 900
Office Supplies	\$ 625	\$ 1	\$ 50	\$ 51	\$ 250
Travel Per Diem	\$ 660	\$ -	\$ -	\$ -	\$ 300
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative:	\$ 129,629	\$ 46,681	\$ 50,247	\$ 96,928	\$ 119,230

Hartford Terrace
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY2027
<i>Operations & Maintenance</i>					
<i>Field Expenditures</i>					
Property Insurance	\$ 3,500	\$ -	\$ 1,750	\$ 1,750	\$ 9,500
Field Management	\$ 15,000	\$ 6,250	\$ 8,750	\$ 15,000	\$ 15,000
Field Contingency	\$ 7,000	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 61,200	\$ -	\$ 30,000	\$ 30,000	\$ 85,000
Landscape Contingency	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Streetlights	\$ 23,590	\$ 13,752	\$ 16,800	\$ 30,552	\$ 60,000
Electric	\$ 2,000	\$ -	\$ -	\$ -	\$ 4,000
Water and Sewer	\$ 20,000	\$ -	\$ 10,000	\$ 10,000	\$ 20,000
Irrigation Repairs	\$ 7,500	\$ -	\$ 2,500	\$ 2,500	\$ 5,000
General Repairs and Maintenance	\$ 10,000	\$ -	\$ 2,500	\$ 2,500	\$ 10,000
Dry Pond Discing	\$ -	\$ -	\$ 1,950	\$ 1,950	\$ 16,500
Total Operations & Maintenance:	\$ 154,790	\$ 20,002	\$ 74,250	\$ 94,252	\$ 230,000
Total Expenditures	\$ 284,419	\$ 66,683	\$ 124,497	\$ 191,180	\$ 349,230
Excess Revenues/(Expenditures)	\$ -	\$ 156,438	\$ (115,824)	\$ 40,613	\$ -

Product	Assessable Units	Net Assessment	Net Per Unit (7%)	Gross Per Unit FY27	Gross Per Unit FY26	Increase
Townhome	84	\$ 24,104.90	\$ 286.96	\$ 308.56	\$ 280.58	\$ 27.98
Single Family 40'	191	\$ 109,619.90	\$ 573.93	\$ 617.12	\$ 561.15	\$ 55.97
Single Family 50'	204	\$ 146,351.17	\$ 717.41	\$ 771.41	\$ 701.44	\$ 69.97
Single Family 60'	38	\$ 32,713.79	\$ 860.89	\$ 925.69	\$ 841.73	\$ 83.96
Total Tax Roll	517	\$ 312,789.76				

Hartford Terrace

Community Development District

General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem special assessment on all taxable property within the District, to fund all General Operating and Maintenance Expenditures for the Fiscal Year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Beginning Fund Balance

Beginning Fund Balance represents the prior year's ending balance carried forward to fund current-year operations.

Expenditures:

General & Administrative:

Engineering

The District's engineer, Kimley Horn & Associates, Inc provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kutak Rock, LLP, provides general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District contracts to levy and administer the collection of non-ad valorem assessment on all assessable property within the District. Governmental Management Services – Central Florida, LLC provides these services.

Arbitrage

The District contracts with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Hartford Terrace

Community Development District

General Fund Budget

Disclosure Software

The District has contracted with DTS to provide software platform for filing various reports required in accordance with the Continuing Disclosure Agreements for the various bond issue(s)

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance. Governmental Management Services – Central Florida, LLC provides these services.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

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

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverage is provided by the Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Hartford Terrace

Community Development District

General Fund Budget

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

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

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Property Insurance

The District's property insurance coverages.

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Contingency

Represents the estimated cost of replacing landscaping within the common areas of the District.

Hartford Terrace

Community Development District

General Fund Budget

Streetlights

The District incurs costs associated with streetlighting throughout the community. These expenses may apply to main arterial roads or, in some cases, to all streetlights within the District's boundaries.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Dry Pond Discing

The Dry Pond Discing line item covers periodic discing of dry retention ponds to manage vegetation, maintain proper drainage, and preserve the pond's intended stormwater capacity and functionality.

Hartford Terrace

Community Development District

Proposed Budget

Debt Service Fund

Series 2024

Description	Adopted Budget FY2026	Actuals Thru 2/28/26	Projected Next 7 Months	Projected Thru 9/30/26	Proposed Budget FY2027
Revenues					
Assessments	\$ 320,806	\$ 310,321	\$ 10,485	\$ 320,806	\$ 320,806
Interest Income	\$ 7,267	\$ 3,895	\$ 4,674	\$ 8,570	\$ 4,285
Carry Forward Surplus	\$ 138,693	\$ 140,078	\$ -	\$ 140,078	\$ 147,206
Total Revenues	\$ 466,765	\$ 454,295	\$ 15,159	\$ 469,454	\$ 472,296
Expenses					
Interest- 11/01	\$ 124,853	\$ 124,853	\$ -	\$ 124,853	\$ 123,278
Principal - 05/01	\$ 70,000	\$ -	\$ 70,000	\$ 70,000	\$ 75,000
Interest - 05/01	\$ 124,853	\$ -	\$ 124,853	\$ 124,853	\$ 123,278
Total Expenditures	\$ 319,706	\$ 124,853	\$ 194,853	\$ 319,706	\$ 321,556
Other Financing Sources/(Uses)					
Transfer In/(Out)	\$ -	\$ (2,542)	\$ -	\$ (2,542)	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ (2,542)	\$ -	\$ (2,542)	\$ -
Excess Revenues/(Expenditures)	\$ 147,059	\$ 326,900	\$ (179,694)	\$ 147,206	\$ 150,740

*Carry forward less amount in Reserve funds.

Series 2024
Interest - 11/01/27 **\$121,591**

Product	Assessable Units	Net Assessment	Net Per Unit	Gross Per Unit
Single Family 40'	114	\$149,273	\$1,309.41	\$1,407.97
Single Family 50'	106	\$138,798	\$1,309.41	\$1,407.97
Single Family 60'	25	\$32,735	\$1,309.41	\$1,407.97
Total ERU's	245	\$320,806		

Hartford Terrace
Community Development District
Series 2024 Special Assessment Bonds
Amortization Schedule

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/26	\$ 4,540,000.00		\$ 123,278.13	\$ 318,131.26
05/01/27	\$ 4,540,000.00	\$ 75,000.00	\$ 123,278.13	
11/01/27	\$ 4,465,000.00		\$ 121,590.63	\$ 319,868.76
05/01/28	\$ 4,465,000.00	\$ 75,000.00	\$ 121,590.63	
11/01/28	\$ 4,390,000.00		\$ 119,903.13	\$ 316,493.76
05/01/29	\$ 4,390,000.00	\$ 80,000.00	\$ 119,903.13	
11/01/29	\$ 4,310,000.00		\$ 118,103.13	\$ 318,006.26
05/01/30	\$ 4,310,000.00	\$ 85,000.00	\$ 118,103.13	
11/01/30	\$ 4,225,000.00		\$ 116,190.63	\$ 319,293.76
05/01/31	\$ 4,225,000.00	\$ 90,000.00	\$ 116,190.63	
11/01/31	\$ 4,135,000.00		\$ 114,165.63	\$ 320,356.26
05/01/32	\$ 4,135,000.00	\$ 90,000.00	\$ 114,165.63	
11/01/32	\$ 4,045,000.00		\$ 111,746.88	\$ 315,912.51
05/01/33	\$ 4,045,000.00	\$ 100,000.00	\$ 111,746.88	
11/01/33	\$ 3,945,000.00		\$ 109,059.38	\$ 320,806.26
05/01/34	\$ 3,945,000.00	\$ 105,000.00	\$ 109,059.38	
11/01/34	\$ 3,840,000.00		\$ 106,237.50	\$ 320,296.88
05/01/35	\$ 3,840,000.00	\$ 110,000.00	\$ 106,237.50	
11/01/35	\$ 3,730,000.00		\$ 103,281.25	\$ 319,518.75
05/01/36	\$ 3,730,000.00	\$ 115,000.00	\$ 103,281.25	
11/01/36	\$ 3,615,000.00		\$ 100,190.63	\$ 318,471.88
05/01/37	\$ 3,615,000.00	\$ 120,000.00	\$ 100,190.63	
11/01/37	\$ 3,495,000.00		\$ 96,965.63	\$ 317,156.26
05/01/38	\$ 3,495,000.00	\$ 130,000.00	\$ 96,965.63	
11/01/38	\$ 3,365,000.00		\$ 93,471.88	\$ 320,437.51
05/01/39	\$ 3,365,000.00	\$ 135,000.00	\$ 93,471.88	
11/01/39	\$ 3,230,000.00		\$ 89,843.75	\$ 318,315.63
05/01/40	\$ 3,230,000.00	\$ 145,000.00	\$ 89,843.75	
11/01/40	\$ 3,085,000.00		\$ 85,946.88	\$ 320,790.63
05/01/41	\$ 3,085,000.00	\$ 150,000.00	\$ 85,946.88	
11/01/41	\$ 2,935,000.00		\$ 81,915.63	\$ 317,862.51
05/01/42	\$ 2,935,000.00	\$ 160,000.00	\$ 81,915.63	
11/01/42	\$ 2,775,000.00		\$ 77,615.63	\$ 319,531.26
05/01/43	\$ 2,775,000.00	\$ 170,000.00	\$ 77,615.63	
11/01/43	\$ 2,605,000.00		\$ 73,046.88	\$ 320,662.51
05/01/44	\$ 2,605,000.00	\$ 175,000.00	\$ 73,046.88	
11/01/44	\$ 2,430,000.00		\$ 68,343.75	\$ 316,390.63
05/01/45	\$ 2,430,000.00	\$ 185,000.00	\$ 68,343.75	
11/01/45	\$ 2,245,000.00		\$ 63,140.63	\$ 316,484.38
05/01/46	\$ 2,245,000.00	\$ 195,000.00	\$ 63,140.63	
11/01/46	\$ 2,050,000.00		\$ 57,656.25	\$ 315,796.88
05/01/47	\$ 2,050,000.00	\$ 210,000.00	\$ 57,656.25	
11/01/47	\$ 1,840,000.00		\$ 51,750.00	\$ 319,406.25
05/01/48	\$ 1,840,000.00	\$ 220,000.00	\$ 51,750.00	
11/01/48	\$ 1,620,000.00		\$ 45,562.50	\$ 317,312.50
05/01/49	\$ 1,620,000.00	\$ 235,000.00	\$ 45,562.50	
11/01/49	\$ 1,385,000.00		\$ 38,953.13	\$ 319,515.63
05/01/50	\$ 1,385,000.00	\$ 245,000.00	\$ 38,953.13	
11/01/50	\$ 1,140,000.00		\$ 32,062.50	\$ 316,015.63
05/01/51	\$ 1,140,000.00	\$ 260,000.00	\$ 32,062.50	
11/01/51	\$ 880,000.00		\$ 24,750.00	\$ 316,812.50
05/01/52	\$ 880,000.00	\$ 275,000.00	\$ 24,750.00	
11/01/52	\$ 605,000.00		\$ 17,015.63	\$ 316,765.63
05/01/53	\$ 605,000.00	\$ 295,000.00	\$ 17,015.63	
11/01/53	\$ 310,000.00		\$ 8,718.75	\$ 320,734.38
05/01/54	\$ 310,000.00	\$ 310,000.00	\$ 8,718.75	\$ 318,718.75
11/01/54				
		\$ 4,540,000.00	\$ 4,501,012.68	\$ 9,235,865.81

SECTION VII

SECTION A



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
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Fax (561) 994-5823
www.graucpa.com

August 11, 2025

Board of Supervisors
Hartford Terrace Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Hartford Terrace Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Hartford Terrace Community Development District as of and for the fiscal year ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$4,600 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Hartford Terrace Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Hartford Terrace Community Development District.

By: _____
DocuSigned by:
George Flint
B61B9DF431644AD...
Title: _____ District Manager
Date: _____ 2025-09-15



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SECTION B



AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

August 21, 2025

Hartford Terrace Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$4,675,000 Hartford Terrace Community Development District (Polk County, Florida),
Special Assessment Bonds, Series 2024 (2024 Project Area)

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Hartford Terrace Community Development District (the “District”) Series 2024 (2024 Project Area) bond issue (the “Bonds”). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,800 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 500 bond issues aggregating more than \$15 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District’s Bonds. We have established a "bond year end" of May 29th, based upon the anniversary of the closing date of the Bonds in May 2024.

Proposal

We are proposing rebate computation services based on the following:

- \$4,675,000 Series 2024 (2024 Project Area) Bonds
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2024 (2024 Project Area) Bonds is \$450 per year and will encompass all activity from May 29, 2024, the date of the closing, through May 29, 2029 the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – \$4,675,000 Series 2024 (2024 Project Area) Bonds

Report Date	Type of Report	Period Covered	Fee
August 31, 2025	Rebate and Opinion	Closing – August 31, 2025	\$ 450
May 31, 2026	Rebate and Opinion	Closing – May 31, 2026	\$ 450
May 31, 2027	Rebate and Opinion	Closing – May 31, 2027	\$ 450
May 31, 2028	Rebate and Opinion	Closing – May 31, 2028	\$ 450
May 29, 2029	Rebate and Opinion	Closing – May 29, 2029	\$ 450

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement
2. IRS Form 8038-G
3. Closing Memorandum
4. US Bank statements for all accounts from May 29, 2024, the date of the closing, through each report date

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;

- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.


The parties have executed this Agreement on September 15, 2025.

Hartford Terrace
Community Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation

By: _____

B61B5DF431644AD...


By: _____
Michael J. Scarfo
Senior Vice President

SECTION C

EXHIBIT C

FORMS OF REQUISITIONS

HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (2024 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Hartford Terrace Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of May 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of May 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Kutak Rock LLP
- (D) Amount Payable: \$1,868.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 3583127, 3535366 & 3551145 - 2025 Project Construction for Jan, Feb & May 2025
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2024 Project; and
4. each disbursement represents a Cost of 2024 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

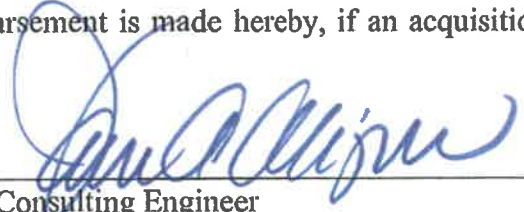
HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 7/28/25

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2024 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2024 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2024 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2024 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

June 24, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3583127

Client Matter No. 28023-6

Notification Email: eftgroup@kutakrock.com

Hartford Terrace CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3583127

28023-6

Re: 2025 Project Construction

For Professional Legal Services Rendered

05/05/25	R. Dugan	0.30	90.00	Correspondence regarding conveyance of phase 2 tracts to general purpose local governments
05/31/25	R. Dugan	0.20	60.00	Correspondence regarding conveyance of phase 2 land to County and City

TOTAL HOURS 0.50

TOTAL FOR SERVICES RENDERED \$150.00

TOTAL CURRENT AMOUNT DUE \$150.00

UNPAID INVOICES:

March 5, 2025	Invoice No. 3535366	1,215.00
April 8, 2025	Invoice No. 3551145	503.00

TOTAL DUE \$1,868.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 5, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3535366

Client Matter No. 28023-6

Notification Email: eftgroup@kutakrock.com

Hartford Terrace CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3535366

28023-6

Re: 2025 Project Construction

For Professional Legal Services Rendered

01/03/25	R. Dugan	2.00	600.00	Review pay application for phase 2 improvements; review district records regarding acquisition and requisition status; prepare phase 2 acquisition documents; correspondence regarding same
01/15/25	R. Dugan	0.30	90.00	Correspondence with engineer regarding phase 2 acquisition documents
01/30/25	R. Dugan	0.80	240.00	Prepare phase 2 acquisition documents; correspondence regarding same; conference with engineer regarding same
01/30/25	D. Wilbourn	1.50	285.00	Prepare phase 2 acquisition documents
TOTAL HOURS		4.60		

KUTAK ROCK LLP

Hartford Terrace CDD

March 5, 2025

Client Matter No. 28023-6

Invoice No. 3535366

Page 2

TOTAL FOR SERVICES RENDERED \$1,215.00

TOTAL CURRENT AMOUNT DUE \$1,215.00

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 8, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3551145

Client Matter No. 28023-6

Notification Email: eftgroup@kutakrock.com

Hartford Terrace CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3551145

28023-6

Re: 2025 Project Construction

For Professional Legal Services Rendered

02/04/25	D. Wilbourn	0.70	133.00	Compile phase two acquisition support documents
02/05/25	R. Dugan	0.10	30.00	Correspondence regarding phase 2 acquisition documents
02/08/25	R. Dugan	0.10	30.00	Correspondence regarding phase 2 acquisition documents
02/10/25	R. Dugan	0.40	120.00	Correspondence regarding phase 2 acquisition documents; correspondence regarding real property ownership in phase 2B
02/10/25	D. Wilbourn	1.00	190.00	Compile acquisition package for phase 2 improvements

TOTAL HOURS 2.30

TOTAL FOR SERVICES RENDERED \$503.00

KUTAK ROCK LLP

Hartford Terrace CDD

April 8, 2025

Client Matter No. 28023-6

Invoice No. 3551145

Page 2

TOTAL CURRENT AMOUNT DUE

\$503.00

EXHIBIT C

FORMS OF REQUISITIONS

HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (2024 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Hartford Terrace Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of May 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of May 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Kutak Rock LLP
- (D) Amount Payable: \$300.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 3613656 - Construction service for July 2025
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2024 Project; and
4. each disbursement represents a Cost of 2024 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 11/5/25

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2024 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2024 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2024 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2024 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 31, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3613656

Client Matter No. 28023-2

Notification Email: eftgroup@kutakrock.com

Mr. George Flint

Hartford Terrace CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3613656

28023-2

Re: Construction

For Professional Legal Services Rendered

07/18/25	R. Dugan	1.00	300.00	Prepare acquisition package for U.S. 27 turnlanes; review pay applications; correspondence regarding same
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TOTAL HOURS 1.00

TOTAL FOR SERVICES RENDERED \$300.00

TOTAL CURRENT AMOUNT DUE \$300.00

EXHIBIT C

FORMS OF REQUISITIONS

HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (2024 PROJECT AREA)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Hartford Terrace Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of May 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of May 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 5
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Kutak Rock LLP
- (D) Amount Payable: \$450.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 3639705 - Construction service for Aug 2025
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2024 Project; and
4. each disbursement represents a Cost of 2024 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 10/27/25

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2024 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2024 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2024 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2024 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 10, 2025

Check Remit To:

Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3639705
Client Matter No. 28023-6
Notification Email: eftgroup@kutakrock.com

Hartford Terrace CDD
c/o Governmental Management Services-Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

Invoice No. 3639705
28023-6

Re: 2025 Project Construction

For Professional Legal Services Rendered

08/15/25	R. Dugan	0.30	90.00	Review description of improvements for off-site US 27 improvements; correspondence regarding same
08/21/25	R. Dugan	0.20	60.00	Correspondence regarding acquisition of offsite turn lane improvements
08/22/25	R. Dugan	1.00	300.00	Prepare acquisition documents for offsite US 27 turn lanes; correspondence regarding same

TOTAL HOURS 1.50

TOTAL FOR SERVICES RENDERED \$450.00

TOTAL CURRENT AMOUNT DUE \$450.00

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EXHIBIT C

FORMS OF REQUISITIONS

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024
(2024 PROJECT AREA)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Hartford Terrace Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of May 1, 2024, as supplemented by that certain First Supplemental Trust Indenture dated as of May 1, 2024 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 6
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee: Kutak Rock LLP
- (D) Amount Payable: \$120.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 3643208 - Construction service for Sept 2025
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2024 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2024 Project; and
4. each disbursement represents a Cost of 2024 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 11/5/25

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the 2024 Project and is consistent with (i) the Acquisition Agreement; (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the 2024 Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the 2024 Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; and (C) the plans and specifications for the 2024 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (D) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2024 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (E) subject to permitted retainage under the applicable contracts, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portions of the 2024 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.


Consulting Engineer

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 29, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3643208

Client Matter No. 28023-6

Notification Email: eftgroup@kutakrock.com

Hartford Terrace CDD

c/o Governmental Management Services-Central Florida, LLC

219 East Livingston Street

Orlando, FL 32801

Invoice No. 3643208

28023-6

Re: 2025 Project Construction

For Professional Legal Services Rendered

09/02/25	R. Dugan	0.30	90.00	Review executed acquisition documents for offsite US 27 turn lane improvements; correspondence regarding same
09/12/25	R. Dugan	0.10	30.00	Correspondence regarding acquisition of offsite turn lane improvements
TOTAL HOURS		0.40		
TOTAL FOR SERVICES RENDERED				\$120.00
TOTAL CURRENT AMOUNT DUE				<u>\$120.00</u>

SECTION D



POLK COUNTY
Property Appraiser
Neil Combee

Revised 12/2025
ADA Compliant

2026 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the Hartford Terrace Community Development District hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2026**, and shall run until **December 31, 2026**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 1, 2026

Agency: Hartford Terrace Community Development Dist

Signature: [Handwritten Signature]

Print: George S. Flint

Title: Secretary/District Manager

Date: 12/19/25

Please email the signed agreement to pataxroll@polk-county.net.

SECTION E

CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 14, 2026 by and between the Hartford Terrace Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2026 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Hartford Terrace Community Development District.
3. The term of this Agreement shall commence on January 1, 2026 or the date signed below, whichever is later, and shall run until December 31, 2026, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2026 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 10, 2026**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2026**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2026 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2026 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Tuesday, September 15, 2026** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:


Special District Representative

George S. Flint
Print name

1/16/26
Title Date

Neil Combee
Polk County Property Appraiser
By:



Neil Combee, Property Appraiser

SECTION VIII

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Hartford Terrace Community Development District (the "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 (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on _____, 2026, at _____ a/p.m. at the _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 16th day of April 2026.

ATTEST:

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**RULES OF PROCEDURE
HARTFORD TERRACE
COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

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

Adjournment

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

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

(5) Notice of Rulemaking.

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

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

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
 - (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.
- (6) Modification of Rules.
- (a) Technical Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of correction (“**Notice of Correction**”) if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
 - (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.
 - (b) Substantive Changes.
 - (i) Prior to rule adoption, the District shall publish a notice of change (“**Notice of Change**”) if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
2. In response to written materials submitted to the District; or
3. In response to an objection with the proposed rule by the District Board.

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

(7) Withdrawal of Proposed Rules.

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

(8) Rule Development Workshops.

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

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.
- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

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

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

(10) Public Hearing.

(a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

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

scheduled public hearing. The Notice of Public Hearing shall include the following information:

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

(11) Emergency Rule Adoption.

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

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

- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;
 - (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
 - (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.
- (14) Petitions to Challenge Rules.
- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District’s authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation

of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

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

- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.
- (15) Variations and Waivers. A “**variance**” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “**waiver**” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “**substantial hardship**” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “**principles of fairness**” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
- (b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:
- (i) The rule from which a variance or waiver is requested;
- (ii) The type of action requested;
- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action. The District shall maintain a record of the type and disposition of each petition filed.

(16) Review of Adopted Rules.

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

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

1. A copy of the reviewed rule;
 2. The recommended change or changes coded by underlining new text and striking through deleted text;
 3. A written statement of its intended action; and
 4. Its assessment of factors specified in Section 16(c) of this Rule.
- (iv) If the District determines that the rule should be repealed, the District shall promptly initiate the repeal the rule in accordance with this Rule, and the District Rule Review Resolution shall include the following information:
1. A written statement of its intended action; and
 2. Its assessment of factors specified in subsection 16(c) of this Rule.
- (e) The rule review is completed upon the District’s adoption of the Rule Review Resolution and, if there is a substantive change or repeal of a rule approved the Board, the timely commencement of the rulemaking or rule repeal process set forth in this Rule. Promptly after completion of the rule review, the District shall publish a notice of the completed rule review (“**Notice of Completed Rule Review**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Completed Rule Review shall identify the action taken by the District with respect to the reviewed rule.

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “**Project**” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(2) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

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

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

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

SECTION IX

SECTION C

SECTION 1

Hartford Terrace Community Development District

Summary of Check Register

July 4, 2025 to August 7, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	7/10/25	95-96	\$ 6,808.13
	7/17/25	97-98	\$ 9,836.97
	7/30/25	99	\$ 2,935.52
Total Amount			\$ 19,580.62

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/10/25	00012	7/08/25 07082025	202507 300-20700-10000	TRANSFER OF TAX RCPT S24	*	1,400.13	
							HARTFORD TERRACE CDD / US BANK 1,400.13 000095
7/10/25	00016	7/09/25 07092025	202507 300-20700-10300	FR#37 FY25-INSURANCE REF	*	5,408.00	
							PULTE GROUP 5,408.00 000096
7/17/25	00004	7/01/25 50	202507 320-53800-34000	FIELD MANAGEMENT JUL25	*	1,312.50	
		7/01/25 51	202507 310-51300-34000	MANAGEMENT FEES JUL25	*	3,541.67	
		7/01/25 51	202507 310-51300-35200	WEBSITE ADMIN JUL25	*	105.00	
		7/01/25 51	202507 310-51300-35100	INFO TECHNOLOGY JUL25	*	157.50	
		7/01/25 51	202507 310-51300-31300	DISSEMINATION SVCS JUL25	*	416.67	
		7/01/25 51	202507 310-51300-51000	OFFICE SUPPLIES	*	.09	
		7/01/25 51	202507 310-51300-42000	POSTAGE	*	57.29	
							GOVERNMENTAL MANAGEMENT SERVICES-CF 5,590.72 000097
7/17/25	00017	6/25/25 7795780	202506 310-51300-32300	TRUSTEE FEES S24 FY25	*	1,415.42	
		6/25/25 7795780	202506 300-15500-10000	TRUSTEE FEES S24 FY26	*	2,830.83	
							US BANK 4,246.25 000098
7/30/25	00009	6/30/25 00071983	202506 310-51300-48000	NOTICE OF BOS MEETING	*	2,935.52	
							GANNETT MEDIA CORP DBA 2,935.52 000099
						TOTAL FOR BANK A	19,580.62
						TOTAL FOR REGISTER	19,580.62

HART HARTFORD TERRA ZYAN

Hartford Terrace Community Development District

Summary of Check Register

August 8, 2025 to September 4, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	8/14/25	100	\$ 5,586.68
	8/21/25	101	\$ 184.00
	8/26/25	102	\$ 394.78
Total Amount			\$ 6,165.46

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/14/25	00004	8/01/25 52	202508 320-53800-34000	FIELD MANAGEMENT AUG25	*	1,312.50	
		8/01/25 53	202508 310-51300-34000	MANAGEMENT FEES AUG25	*	3,541.67	
		8/01/25 53	202508 310-51300-35200	WEBSITE ADMIN AUG25	*	105.00	
		8/01/25 53	202508 310-51300-35100	INFO TECHNOLOGY AUG25	*	157.50	
		8/01/25 53	202508 310-51300-31300	DISSEMINATION SVCS AUG25	*	416.67	
		8/01/25 53	202508 310-51300-51000	OFFICE SUPPLIES	*	.12	
		8/01/25 53	202508 310-51300-42000	POSTAGE	*	26.07	
		8/01/25 53	202508 310-51300-42500	COPIES	*	27.15	
GOVERNMENTAL MANAGEMENT SERVICES-CF							5,586.68 000100
8/21/25	00003	8/19/25 3611421	202506 310-51300-31500	GENERAL COUNSEL JUNE 25	*	184.00	
KUTAK ROCK LLP							184.00 000101
8/26/25	00009	7/31/25 00072487	202507 310-51300-48000	NOT BUDGET MTG 7/3/25	*	394.78	
GANNETT MEDIA CORP DBA							394.78 000102
TOTAL FOR BANK A						6,165.46	
TOTAL FOR REGISTER						6,165.46	

Hartford Terrace Community Development District

Summary of Check Register

September 5, 2025 to October 2, 2025

Fund	Date	Check No.'s	Amount
General Fund	9/18/25	103-105	\$ 11,776.11
Total Amount			\$ 11,776.11

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/18/25	00001	8/25/25 28896	202509 300-15500-10000	FY26 PROPERTY INSURANCE	*	5,732.00		
							EGIS INSURANCE ADVISORS, LLC	5,732.00 000103
9/18/25	00004	9/01/25 54	202509 320-53800-34000	FIELD MANAGEMENT SEPT 25	*	1,312.50		
		9/01/25 55	202509 310-51300-34000	MANAGEMENT FEE SEPT 25	*	3,541.67		
		9/01/25 55	202509 310-51300-35200	WEBSITE ADMIN SEPT 25	*	105.00		
		9/01/25 55	202509 310-51300-35100	INFORMATION TECH SEPT 25	*	157.50		
		9/01/25 55	202509 310-51300-31300	DISSEMINATION SVC SEPT 25	*	416.67		
		9/01/25 55	202509 310-51300-51000	OFFICE SUPPLIES	*	.03		
		9/01/25 55	202509 310-51300-42000	POSTAGE	*	.74		
							GOVERNMENTAL MANAGEMENT SERVICES-CF	5,534.11 000104
9/18/25	00003	8/31/25 3613655	202507 310-51300-31500	GENERAL COUNSEL JULY 25	*	510.00		
							KUTAK ROCK LLP	510.00 000105
						TOTAL FOR BANK A	11,776.11	
						TOTAL FOR REGISTER	11,776.11	

HART HARTFORD TERRA ZYAN

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (15.5% of the population).

There are a number of reasons for this increase. The most obvious is that people are living longer. The life expectancy at birth in the UK is 77 years for men and 81 years for women. This compares with 71 years for men and 75 years for women in 1950.

Another reason is that people are having children later in life. The average age of women when they have their first child has risen from 20 years in 1960 to 27 years in 1990.

There are also a number of other factors which are likely to contribute to the increase in the number of people aged 65 and over. These include:

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

• the fact that people are having children later in life, which means that they are spending more of their lives in the child-rearing years;

• the fact that people are living longer, which means that they are spending more of their lives in the old-age years;

Hartford Terrace Community Development District

Summary of Check Register

October 3, 2025 to November 6, 2025

Fund	Date	Check No.'s	Amount
General Fund			
	10/13/25	106	\$ 5,000.00
	10/20/25	107-110	\$ 6,240.24
	10/31/25	111-112	\$ 2,778.50
			<hr/>
			\$ 14,018.74
General Fund - Autopay		80000	\$ 2,380.28
			<hr/>
			\$ 2,380.28
Total Amount			\$ 16,399.02

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/13/25	00004	9/15/25 56	202510 310-51300-31700	ASSESSMENT ROLL FY26	*	5,000.00	
							5,000.00 000106
GOVERNMENTAL MANAGEMENT SERVICES-CF							
10/20/25	00005	10/01/25 93631	202510 310-51300-54000	SPECIAL DISTRCT FEE FY26	*	175.00	
FLORIDA DEPARTMENT OF COMMERCE							175.00 000107
10/20/25	00009	9/30/25 00073531	202509 310-51300-48000	NOT MTG DATES 9/25/25	*	346.88	
GANNETT MEDIA CORP DBA							346.88 000108
10/20/25	00004	10/01/25 57	202510 310-51300-34000	MANAGEMENT FEES OCT 25	*	3,541.67	
		10/01/25 57	202510 310-51300-35200	WEBSITE ADMIN OCT 25	*	105.00	
		10/01/25 57	202510 310-51300-35100	INFORMATION TECH OCT 25	*	157.50	
		10/01/25 57	202510 310-51300-31300	DISSEMINATION SVC OCT 25	*	429.17	
		10/01/25 57	202510 310-51300-51000	OFFICE SUPPLIES	*	.15	
		10/01/25 57	202510 310-51300-42000	POSTAGE	*	24.37	
		10/01/25 58	202510 320-53800-34000	FIELD MANAGEMENT OCT 25	*	1,250.00	
GOVERNMENTAL MANAGEMENT SERVICES-CF							5,507.86 000109
10/20/25	00003	10/10/25 3639704	202508 310-51300-31500	GENERAL COUNSEL AUG 25	*	210.50	
KUTAK ROCK LLP							210.50 000110
10/31/25	00014	10/29/25 1524	202510 310-51300-31302	DISCLOSURE SOFTWARE FY26	*	2,500.00	
DISCLOSURE TECHNOLOGY SERVICES, LLC							2,500.00 000111
10/31/25	00003	10/29/25 3643176	202509 310-51300-31500	GENERAL COUNSEL SEPT 25	*	278.50	
KUTAK ROCK LLP							278.50 000112
TOTAL FOR BANK A						14,018.74	

HART HARTFORD TERRA ZYAN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/13/25	00018	10/09/25	91018045 202510 320-53800-43100		DUKE ENERGY	*	2,380.28	
								2,380.28 080000
TOTAL FOR BANK Z							2,380.28	
TOTAL FOR REGISTER							16,399.02	

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (19.5% of the population).

There is a growing awareness of the need to address the needs of older people, and the Government has set out a strategy for the 21st century in the White Paper on *Ageing Better: A Strategy for the 21st Century* (Department of Health 1999). This strategy is based on the following principles:

- Older people should be able to live independently and actively in their own homes.
- Older people should be able to live in their own communities.
- Older people should be able to live in their own homes and communities for as long as possible.

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- Older people should be able to live in their own communities.
- Older people should be able to live in their own homes and communities for as long as possible.

Hartford Terrace Community Development District

Summary of Check Register

November 7, 2025 to December 3, 2025

Fund	Date	Check No.'s	Amount
General Fund	11/19/25	113	\$ 5,520.07
	11/24/25	114	\$ 5,921.40
			<hr/>
			\$ 11,441.47
General Fund - Autopay	11/24/25	80001	\$ 2,380.28
			<hr/>
			\$ 2,380.28
Total Amount			\$ 13,821.75

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/24/25	00018	10/09/25 5242-09. 16 W BAY ST SEPT 25	202509 320-53800-43100	DUKE ENERGY	*	2,380.28	
							2,380.28 080001
TOTAL FOR BANK Z						2,380.28	
TOTAL FOR REGISTER						13,821.75	

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (13.5% of the population).

There are a number of reasons why the number of people aged 65 and over has increased. One of the main reasons is that people are living longer. The life expectancy at birth in the UK is now 77 years for men and 81 years for women.

Another reason is that people are having children later in life. This means that there are more people aged 65 and over who have children who are still alive.

There are also a number of reasons why the number of people aged 65 and over is expected to increase in the future. One of the main reasons is that people are expected to live even longer.

Another reason is that people are expected to have children even later in life. This means that there will be even more people aged 65 and over who have children who are still alive.

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Hartford Terrace Community Development District

Summary of Check Register

December 4, 2025 to January 1, 2026

Fund	Date	Check No.'s	Amount
General Fund			
	12/12/25	115	\$ 256.00
	12/18/25	116-119	\$ 31,956.89
	12/29/25	120	\$ 450.00
			\$ 32,662.89
General Fund - Autopay			
	12/8/25	80002	\$ 2,380.28
	12/18/25	80003	\$ 2,380.28
			\$ 4,760.56
Total Amount			\$ 37,423.45

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/12/25	00003	12/08/25 3670439	202510 310-51300-31500	GENERAL COUNSEL OCT 25 KUTAK ROCK LLP	*	256.00	256.00 000115
12/18/25	00004	12/01/25 61	202512 320-53800-34000	FIELD MANAGEMENT DEC 25	*	1,250.00	
		12/01/25 62	202512 310-51300-34000	MANAGEMENT FEES DEC 25	*	3,541.67	
		12/01/25 62	202512 310-51300-35200	WEBSITE ADMIN DEC 25	*	105.00	
		12/01/25 62	202512 310-51300-35100	INFORMATION TECH DEC 25	*	157.50	
		12/01/25 62	202512 310-51300-31300	DISSEMINATION SVC DEC 25	*	429.17	
		12/01/25 62	202512 310-51300-51000	OFFICE SUPPLIES	*	.09	
		12/01/25 62	202512 310-51300-42000	POSTAGE	*	21.68	
				GOVERNMENTAL MANAGEMENT SERVICES-CF			5,505.11 000116
12/18/25	00012	12/12/25 12122025	202512 300-20700-10000	TSFR TAX RECEIPTS S24 HARTFORD TERRACE CDD / US BANK	*	21,158.65	21,158.65 000117
12/18/25	00010	11/30/25 34279367	202511 310-51300-31100	ENGINEER SVCS NOV 25 KIMLEY HORN & ASSOCIATES, INC.	*	5,053.13	5,053.13 000118
12/18/25	00003	12/17/25 3673501	202511 310-51300-31500	GENERAL COUNSEL NOV 25 KUTAK ROCK LLP	*	240.00	240.00 000119
12/29/25	00019	12/19/25 7897-12-	202512 310-51300-31200	ARBITRAGE SERIES 2024 AMTEC	*	450.00	450.00 000120
TOTAL FOR BANK A						32,662.89	

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/08/25	00018	11/10/25 5242-10. 16 W BAY ST OCT 25	202510 320-53800-43100	DUKE ENERGY	*	2,380.28	2,380.28 080002
12/18/25	00018	12/08/25 5242-11. 16 W BAY ST NOV 25	202511 320-53800-43100	DUKE ENERGY	*	2,380.28	2,380.28 080003
TOTAL FOR BANK Z						4,760.56	
TOTAL FOR REGISTER						37,423.45	

HART HARTFORD TERRA ZYAN

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (1990-2000) (ONS 2001).

There is a growing awareness of the need to address the health care needs of the elderly population. The Department of Health (2000) has set out a strategy for the NHS to meet the needs of the elderly population. This strategy is based on the following principles: (1) to ensure that the NHS is able to meet the needs of the elderly population; (2) to ensure that the NHS is able to meet the needs of the elderly population in a way that is cost-effective; (3) to ensure that the NHS is able to meet the needs of the elderly population in a way that is accessible; (4) to ensure that the NHS is able to meet the needs of the elderly population in a way that is acceptable.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include:

- (1) The increasing number of people aged 65 and over, which is putting pressure on the NHS to provide more services.
- (2) The increasing number of people aged 65 and over who are living with long-term conditions, which is increasing the demand on the NHS for specialist services.
- (3) The increasing number of people aged 65 and over who are living in care homes, which is increasing the demand on the NHS for residential care services.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include:

- (4) The increasing number of people aged 65 and over who are living with mental health problems, which is increasing the demand on the NHS for mental health services.
- (5) The increasing number of people aged 65 and over who are living with dementia, which is increasing the demand on the NHS for dementia services.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include:

- (6) The increasing number of people aged 65 and over who are living with physical health problems, which is increasing the demand on the NHS for physical health services.
- (7) The increasing number of people aged 65 and over who are living with sensory impairments, which is increasing the demand on the NHS for sensory impairment services.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include:

- (8) The increasing number of people aged 65 and over who are living with social isolation, which is increasing the demand on the NHS for social isolation services.
- (9) The increasing number of people aged 65 and over who are living with financial difficulties, which is increasing the demand on the NHS for financial difficulties services.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include:

- (10) The increasing number of people aged 65 and over who are living with housing problems, which is increasing the demand on the NHS for housing problems services.
- (11) The increasing number of people aged 65 and over who are living with transport difficulties, which is increasing the demand on the NHS for transport difficulties services.

The NHS is currently facing a number of challenges in meeting the needs of the elderly population. These challenges include:

- (12) The increasing number of people aged 65 and over who are living with information needs, which is increasing the demand on the NHS for information needs services.
- (13) The increasing number of people aged 65 and over who are living with communication difficulties, which is increasing the demand on the NHS for communication difficulties services.

Hartford Terrace Community Development District

Summary of Check Register

January 2, 2026 to February 5, 2026

Fund	Date	Check No.'s	Amount
General Fund			
	1/15/26	121	\$ 5,601.51
	1/21/26	122-124	\$ 289,220.15
	2/2/26	125	\$ 215.50
			<u>\$ 295,037.16</u>
General Fund - Autopay			
	1/12/26	80004	\$ 2,234.85
			<u>\$ 2,234.85</u>
Total Amount			\$ 297,272.01

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/15/26	00004	1/01/26 63	202601 320-53800-34000	FIELD MANAGEMENT JAN 26	*	1,250.00	
		1/01/26 64	202601 310-51300-34000	MANAGEMENT FEE JAN 26	*	3,541.67	
		1/01/26 64	202601 310-51300-35200	WEBSITE ADMIN JAN 26	*	105.00	
		1/01/26 64	202601 310-51300-35100	INFORMATION TECH JAN 26	*	157.50	
		1/01/26 64	202601 310-51300-31300	DISSEMINATION SVC JAN 26	*	429.17	
		1/01/26 64	202601 310-51300-51000	OFFICE SUPPLIES	*	.09	
		1/01/26 64	202601 310-51300-42000	POSTAGE	*	118.08	
							5,601.51 000121

1/21/26	00012	1/16/26 01162026	202601 300-20700-10000	TSFR OF TAX RECEIPTS S24	*	287,184.17	
							287,184.17 000122

1/21/26	00010	12/31/25 34530050	202512 310-51300-31100	ENGINEER SVCS DEC 25	*	1,945.13	
							1,945.13 000123

1/21/26	00013	1/13/26 173	202601 310-51300-42000	REIBURSEMENT OF POSTAGE	*	90.85	
							90.85 000124

2/02/26	00003	1/31/26 3690247	202512 310-51300-31500	GENERAL COUNSEL DEC 25	*	215.50	
							215.50 000125

						295,037.16	

TOTAL FOR BANK A 295,037.16

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
1/12/26	00018	1/12/26 5242-12. 16 W BAY ST DEC 25	202512 320-53800-43100	DUKE ENERGY	*	2,234.85	2,234.85 080004
TOTAL FOR BANK Z						2,234.85	
TOTAL FOR REGISTER						297,272.01	

Hartford Terrace Community Development District

Summary of Check Register

February 6, 2026 to March 5, 2026

Fund	Date	Check No.'s	Amount
General Fund	2/19/26	126	\$ 5,487.21
	3/2/26	127	\$ 188.00
			\$ 5,675.21
General Fund - Autopay	2/10/26	80005	\$ 2,188.24
			\$ 2,188.24
Total Amount			\$ 7,863.45

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/19/26	00004	2/01/26 65	202602 320-53800-34000	FIELD MANAGEMENT FEB 26	*	1,250.00	
		2/01/26 66	202602 310-51300-34000	MANAGEMENT FEES FEB 26	*	3,541.67	
		2/01/26 66	202602 310-51300-35200	WEBSITE ADMIN FEB 26	*	105.00	
		2/01/26 66	202602 310-51300-35100	INFORMATION TECH FEB 26	*	157.50	
		2/01/26 66	202602 310-51300-31300	DISSEMINATON SVC FEB 26	*	429.17	
		2/01/26 66	202602 310-51300-51000	OFFICE SUPPLIES	*	.15	
		2/01/26 66	202602 310-51300-42000	POSTAGE	*	3.72	
GOVERNMENTAL MANAGEMENT SERVICES-CF							5,487.21 000126
3/02/26	00003	2/24/26 3702649	202601 310-51300-31500	GENERAL COUNSEL JAN 26	*	188.00	
KUTAK ROCK LLP							188.00 000127
TOTAL FOR BANK A						5,675.21	

HART HARTFORD TERRA ZYAN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/10/26	00018	2/09/26 5242-01. 16 W BAY ST JAN 26	202601 320-53800-43100	DUKE ENERGY	*	2,188.24	2,188.24 080005
TOTAL FOR BANK Z						2,188.24	
TOTAL FOR REGISTER						7,863.45	

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (15.5% of the population).

There are a number of reasons why the number of people aged 65 and over is increasing. One of the main reasons is that people are living longer. The life expectancy at birth in the UK is now 77 years for men and 81 years for women (ONS 2002).

Another reason is that people are having children later in life. This means that there are more people aged 65 and over who have children who are still alive.

There are also a number of reasons why the number of people aged 65 and over is increasing who are not living in their own homes. One of the main reasons is that people are moving into care homes.

There are a number of reasons why people are moving into care homes. One of the main reasons is that people are unable to live in their own homes.

There are a number of reasons why people are unable to live in their own homes. One of the main reasons is that people are unable to pay for their own care.

There are a number of reasons why people are unable to pay for their own care. One of the main reasons is that people are unable to work.

There are a number of reasons why people are unable to work. One of the main reasons is that people are unable to find work.

There are a number of reasons why people are unable to find work. One of the main reasons is that people are unable to get the skills they need.

There are a number of reasons why people are unable to get the skills they need. One of the main reasons is that people are unable to access education.

There are a number of reasons why people are unable to access education. One of the main reasons is that people are unable to pay for their education.

There are a number of reasons why people are unable to pay for their education. One of the main reasons is that people are unable to work.

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There are a number of reasons why people are unable to access education. One of the main reasons is that people are unable to pay for their education.

There are a number of reasons why people are unable to pay for their education. One of the main reasons is that people are unable to work.

Hartford Terrace Community Development District

Summary of Check Register

March 6, 2026 to April 2, 2026

Fund	Date	Check No.'s	Amount
General Fund			
	3/12/26	128	\$ 5,513.90
	3/26/26	129	\$ 448.00
			<hr/>
			\$ 5,961.90
General Fund - Autopay			
	3/16/26	80006	\$ 2,188.09
			<hr/>
			\$ 2,188.09
Total Amount			\$ 8,149.99

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/12/26	00004	3/01/26	67	202603	320	53800	34000			*	1,250.00		
									FIELD MANAGEMENT MAR 26				
		3/01/26	68	202603	310	51300	34000			*	3,541.67		
									MANAGEMENT FEES MAR 26				
		3/01/26	68	202603	310	51300	35200			*	105.00		
									WEBSITE ADMIN MAR 26				
		3/01/26	68	202603	310	51300	35100			*	157.50		
									INFORMATION TECH MAR 26				
		3/01/26	68	202603	310	51300	31300			*	429.17		
									DISSEMINATION MAR 26				
		3/01/26	68	202603	310	51300	51000			*	.03		
									OFFICE SUPPLIES				
		3/01/26	68	202603	310	51300	42000			*	30.53		
									POSTAGE				
GOVERNMENTAL MANAGEMENT SERVICES-CF											5,513.90	000128	
3/26/26	00003	3/20/26	3717099	202602	310	51300	31500			*	448.00		
									GENERAL COUNSEL FEB 26				
KUTAK ROCK LLP											448.00	000129	
TOTAL FOR BANK A											5,961.90		

HART HARTFORD TERRA ZYAN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/16/26	00018	3/09/26 5242-02.	202602 320-53800-43100	DUKE ENERGY	*	2,188.09	
							2,188.09 080006
TOTAL FOR BANK Z						2,188.09	
TOTAL FOR REGISTER						8,149.99	

SECTION 2

Hartford Terrace
Community Development District

Unaudited Financial Reporting
February 28, 2026



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Hartford Terrace
Community Development District
Combined Balance Sheet
February 28, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 210,192	\$ -	\$ -	\$ 210,192
Investments:				
Series 2024				
Reserve	\$ -	\$ 160,403	\$ -	\$ 160,403
Revenue	\$ -	\$ 324,053	\$ -	\$ 324,053
Construction	\$ -	\$ -	\$ 9,059	\$ 9,059
Due From General	\$ -	\$ 2,847	\$ -	\$ 2,847
Total Assets	\$ 210,192	\$ 487,303	\$ 9,059	\$ 706,554
Liabilities:				
Accounts Payable	\$ 2,824	\$ -	\$ -	\$ 2,824
Due To Debt Service	\$ 2,847	\$ -	\$ -	\$ 2,847
Total Liabilities	\$ 5,671	\$ -	\$ -	\$ 5,671
Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 487,303	\$ -	\$ 487,303
Capital Projects	\$ -	\$ -	\$ 9,059	\$ 9,059
Unassigned	\$ 204,521	\$ -	\$ -	\$ 204,521
Total Fund Balances	\$ 204,521	\$ 487,303	\$ 9,059	\$ 700,883
Total Liabilities & Fund Balance	\$ 210,192	\$ 487,303	\$ 9,059	\$ 706,554

Hartford Terrace

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

	Amended Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 230,145	\$ 222,371	\$ 222,371	\$ -
Interest	\$ -	\$ -	\$ 749	\$ 749
Developer Contributions	\$ 54,274	\$ -	\$ -	\$ -
Total Revenues	\$ 284,419	\$ 222,371	\$ 223,121	\$ 749
Expenditures:				
<i>General & Administrative:</i>				
Engineering	\$ 10,000	\$ 4,167	\$ 6,998	\$ (2,832)
Attorney	\$ 20,000	\$ 8,333	\$ 1,348	\$ 6,986
Annual Audit	\$ 4,600	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 900	\$ 450	\$ 450	\$ -
Disclosure Software	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 7,000	\$ 2,917	\$ 2,146	\$ 771
Trustee Fees	\$ 9,000	\$ 2,831	\$ 2,831	\$ -
Management Fees	\$ 42,500	\$ 17,708	\$ 17,708	\$ -
Information Technology	\$ 1,890	\$ 788	\$ 788	\$ -
Website Maintenance	\$ 1,260	\$ 525	\$ 525	\$ -
Telephone	\$ 300	\$ 125	\$ -	\$ 125
Postage & Delivery	\$ 1,000	\$ 417	\$ 295	\$ 121
Insurance	\$ 6,219	\$ 6,219	\$ 5,732	\$ 487
Printing & Binding	\$ 1,000	\$ 417	\$ -	\$ 417
Legal Advertising	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Other Current Charges	\$ 5,000	\$ 2,083	\$ 185	\$ 1,899
Office Supplies	\$ 625	\$ 260	\$ 1	\$ 260
Travel Per Diem	\$ 660	\$ 275	\$ -	\$ 275
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 129,629	\$ 59,356	\$ 46,681	\$ 12,676

Hartford Terrace

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

	Amended Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
<i>Operations & Maintenance</i>				
<i>Field Expenditures</i>				
Property Insurance	\$ 3,500	\$ -	\$ -	\$ -
Field Management	\$ 15,000	\$ 6,250	\$ 6,250	\$ -
Field Contingency	\$ 7,000	\$ 2,917	\$ -	\$ 2,917
Landscape Maintenance	\$ 61,200	\$ 25,500	\$ -	\$ 25,500
Landscape Replacement	\$ 5,000	\$ 2,083	\$ -	\$ 2,083
Streetlights	\$ 23,590	\$ 9,829	\$ 13,752	\$ (3,923)
Electric	\$ 2,000	\$ 833	\$ -	\$ 833
Water and Sewer	\$ 20,000	\$ 8,333	\$ -	\$ 8,333
Irrigation Repairs	\$ 7,500	\$ 3,125	\$ -	\$ 3,125
General Repairs and Maintenance	\$ 10,000	\$ 4,167	\$ -	\$ 4,167
Total Operations & Maintenance:	\$ 154,790	\$ 63,038	\$ 20,002	\$ 43,035
Total Expenditures	\$ 284,419	\$ 122,394	\$ 66,683	\$ 55,711
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 156,438	
Fund Balance - Beginning	\$ -		\$ 48,083	
Fund Balance - Ending	\$ -		\$ 204,521	

Hartford Terrace

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 320,806	\$ 310,321	\$ 310,321	\$ -
Interest	\$ 7,267	\$ 3,895	\$ 3,895	\$ -
Total Revenues	\$ 328,073	\$ 314,217	\$ 314,217	\$ -
Expenditures:				
<i>Series 2024</i>				
Interest - 11/1	\$ 124,853	\$ 124,853	\$ 124,853	\$ -
Principal - 5/1	\$ 70,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 124,853	\$ -	\$ -	\$ -
Total Expenditures	\$ 319,706	\$ 124,853	\$ 124,853	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 8,366		\$ 189,364	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (2,542)	\$ (2,542)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (2,542)	\$ (2,542)
Net Change in Fund Balance	\$ 8,366.44		\$ 186,822	
Fund Balance - Beginning	\$ 138,693		\$ 300,481	
Fund Balance - Ending	\$ 147,059		\$ 487,303	

Hartford Terrace
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending February 28, 2026

	Adopted Budget	Prorated Budget Thru 02/28/26	Actual Thru 02/28/26	Variance
Revenues				
Interest	\$ -	\$ -	\$ 123	\$ 123
Total Revenues	\$ -	\$ -	\$ 123	\$ 123
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 123	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ 2,542	\$ 2,542
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 2,542	\$ 2,542
Net Change in Fund Balance	\$ -	\$ -	\$ 2,665	
Fund Balance - Beginning			\$ 6,394	
Fund Balance - Ending			\$ 9,059	

Hartford Terrace
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ (2,472)	\$ 7,236	\$ 213,727	\$ 2,245	\$ 1,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222,371
Interest	\$ -	\$ -	\$ 1	\$ 418	\$ 331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 749
Total Revenues	\$ (2,472)	\$ 7,236	\$ 213,728	\$ 2,663	\$ 1,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223,121
Expenditures:													
General & Administrative:													
Engineering	\$ -	\$ 5,053	\$ 1,945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,998
Attorney	\$ 256	\$ 240	\$ 216	\$ 188	\$ 448	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,348
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Disclosure Software	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Dissemination	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,146
Trustee Fees	\$ 2,831	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,831
Management Fees	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,708
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 788
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ 24	\$ 37	\$ 22	\$ 209	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 295
Insurance	\$ 5,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 23	\$ 37	\$ 45	\$ 41	\$ 39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 20,774	\$ 9,600	\$ 6,911	\$ 4,672	\$ 4,724	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,681
Operations & Maintenance													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,250
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ 4,761	\$ 2,380	\$ 2,235	\$ 2,188	\$ 2,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,752
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water and Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operations & Maintenance	\$ 6,011	\$ 3,630	\$ 3,485	\$ 3,438	\$ 3,438	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,002
Total Expenditures	\$ 26,785	\$ 13,230	\$ 10,395	\$ 8,110	\$ 8,162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,683
Net Change in Fund Balance	\$ (29,257)	\$ (5,995)	\$ 203,333	\$ (5,447)	\$ (6,196)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,438

Hartford Terrace
Community Development District
Long Term Debt Report

SERIES 2024, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	4.500%, 5.375%, 5.625%	
MATURITY DATE:	5/1/2054	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$160,403	
RESERVE FUND BALANCE	\$160,403	
BONDS OUTSTANDING - 5/22/24		\$4,675,000
LESS: Principal Payment - 05/01/25		(\$65,000)
CURRENT BONDS OUTSTANDING		\$4,610,000

Hartford Terrace
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments \$ 247,187.48 \$ 344,952.65 \$ 592,140.13
Net Assessments \$ 229,884.36 \$ 320,805.96 \$ 550,690.32

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	%		
							42%	58%	100%
							General Fund	2024 Debt Service	Total
11/21/25	ACH	\$12,095.30	(\$483.82)	(\$232.23)	\$0.00	\$11,379.25	\$4,750.24	\$6,629.01	\$11,379.25
11/26/25	ACH	\$6,328.23	(\$253.17)	(\$121.50)	\$0.00	\$5,953.56	\$2,485.30	\$3,468.26	\$5,953.56
11/26/25	1% Fee Adj	(\$5,921.40)	\$0.00	\$0.00	\$0.00	(\$5,921.40)	(\$2,471.87)	(\$3,449.53)	(\$5,921.40)
12/8/25	ACH	\$24,892.05	(\$995.74)	(\$477.93)	\$0.00	\$23,418.38	\$9,775.95	\$13,642.43	\$23,418.38
12/19/25	ACH	\$206,456.78	(\$8,258.38)	(\$3,963.97)	\$0.00	\$194,234.43	\$81,082.70	\$113,151.73	\$194,234.43
12/31/25	ACH	\$312,836.03	(\$12,495.66)	(\$6,006.81)	\$0.00	\$294,333.56	\$122,868.84	\$171,464.72	\$294,333.56
1/9/26	ACH	\$4,639.69	(\$142.03)	(\$89.95)	\$0.00	\$4,407.71	\$1,839.99	\$2,567.72	\$4,407.71
1/29/26	ACH	\$0.00	\$0.00	\$0.00	\$970.19	\$970.19	\$405.00	\$565.19	\$970.19
2/12/26	ACH	\$4,078.53	(\$81.58)	(\$79.94)	\$0.00	\$3,917.01	\$1,635.15	\$2,281.86	\$3,917.01
Total		\$ 565,405.21	\$ (22,710.38)	\$ (10,972.33)	\$ 970.19	\$ 532,692.69	\$ 222,371.30	\$ 310,321.39	\$ 532,692.69

96.73% Net Percent Collected
\$ 17,997.63 Balance Remaining to Collect

SECTION 3

REBATE REPORT

\$4,675,000

Hartford Terrace Community Development District

(Polk County, Florida)

Special Assessment Bonds, Series 2024

(2024 Project Area)

Dated: May 29, 2024

Delivered: May 29, 2024

Rebate Report to the Computation Date

May 29, 2029

Reflecting Activity Through

November 30, 2025



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

December 19, 2025

Hartford Terrace Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$4,675,000 Hartford Terrace Community Development District (Polk County, Florida), Special Assessment Bonds, Series 2024 (2024 Project Area)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of Hartford Terrace Community Development District (the "District").

The scope of our engagement consisted of preparing computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of May 31, 2026. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the May 29, 2029 Computation Date
Reflecting Activity from May 29, 2024 through November 30, 2025

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition and Construction Fund	4.303004%	314.69	(108.07)
Reserve Fund	4.542755%	10,832.25	(2,855.32)
Capitalized Interest Fund	5.214152%	2,323.13	(166.48)
Cost of Issuance Fund	5.134165%	13.06	0.00
Totals	4.642467%	\$13,483.13	\$(3,129.87)
Bond Yield	5.506146%		
Rebate Computation Credit			(2,634.48)
Net Rebatable Arbitrage			\$(5,764.35)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For the purpose of computing Rebatale Arbitrage, investment activity is reflected from May 29, 2024, the date of the closing, through November 30, 2025, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of May 29, 2029.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between May 29, 2024 and November 30, 2025, the District made periodic payments into the Interest, Sinking, and Prepayment Accounts (collectively, the "Debt Service Fund", that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

May 29, 2029.

7. Computation Period

The period beginning on May 29, 2024, the date of the closing, and ending on November 30, 2025.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the issuer. If no day is selected by the issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and U.S. Bank, Trustee, as follows:

Fund / Account	Account Number
Revenue	235042000
Interest	235042001
Sinking	235042002
Principal	235042003
Prepayment	235042004
Reserve	235042005
Acquisition and Construction	235042006
Cost of Issuance	235042007

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of November 30, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to May 29, 2029. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on May 29, 2029, is the Rebateable Arbitrage.

\$4,675,000
Hartford Terrace Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2024
(2024 Project Area)
Delivered: May 29, 2024

Sources of Funds

Par Amount	\$4,675,000.00
Net Original Issue Discount	<u>-1,609.20</u>
Total	\$4,673,390.80

Uses of Funds

Acquisition and Construction Fund	\$4,123,996.14
Reserve Fund	160,403.13
Capitalized Interest Fund	106,666.53
Cost of Issuance Fund	188,825.00
Underwriter's Discount	<u>93,500.00</u>
Total	\$4,673,390.80

PROOF OF ARBITRAGE YIELD

\$4,675,000

Hartford Terrace Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2024
(2024 Project Area)

Date	Debt Service	Present Value to 05/29/2024 @ 5.5061457928%
11/01/2024	106,666.53	104,248.09
05/01/2025	191,315.63	181,968.23
11/01/2025	124,853.13	115,571.23
05/01/2026	194,853.13	175,534.65
11/01/2026	123,278.13	108,080.34
05/01/2027	198,278.13	169,176.74
11/01/2027	121,590.63	100,965.06
05/01/2028	196,590.63	158,868.95
11/01/2028	119,903.13	94,300.05
05/01/2029	199,903.13	153,005.19
11/01/2029	118,103.13	87,973.76
05/01/2030	203,103.13	147,235.84
11/01/2030	116,190.63	81,973.45
05/01/2031	206,190.63	141,571.62
11/01/2031	114,165.63	76,286.53
05/01/2032	204,165.63	132,770.10
11/01/2032	111,746.88	70,722.60
05/01/2033	211,746.88	130,420.25
11/01/2033	109,059.38	65,372.67
05/01/2034	214,059.38	124,874.18
11/01/2034	106,237.50	60,314.45
05/01/2035	216,237.50	119,475.75
11/01/2035	103,281.25	55,536.10
05/01/2036	218,281.25	114,228.78
11/01/2036	100,190.63	51,025.98
05/01/2037	220,190.63	109,136.07
11/01/2037	96,965.63	46,772.70
05/01/2038	226,965.63	106,546.68
11/01/2038	93,471.88	42,703.75
05/01/2039	228,471.88	101,583.45
11/01/2039	89,843.75	38,876.15
05/01/2040	234,843.75	98,896.19
11/01/2040	85,946.88	35,223.77
05/01/2041	235,946.88	94,107.70
11/01/2041	81,915.63	31,796.76
05/01/2042	241,915.63	91,387.17
11/01/2042	77,615.63	28,534.85
05/01/2043	247,615.63	88,595.10
11/01/2043	73,046.88	25,435.40
05/01/2044	248,046.88	84,057.37
11/01/2044	68,343.75	22,539.59
05/01/2045	253,343.75	81,313.48
11/01/2045	63,140.63	19,722.70
05/01/2046	258,140.63	78,472.79
11/01/2046	57,656.25	17,057.46
05/01/2047	267,656.25	77,063.81
11/01/2047	51,750.00	14,500.69
05/01/2048	271,750.00	74,105.94
11/01/2048	45,562.50	12,091.95
05/01/2049	280,562.50	72,464.19
11/01/2049	38,953.13	9,791.32
05/01/2050	283,953.13	69,462.57
11/01/2050	32,062.50	7,633.20
05/01/2051	292,062.50	67,669.09
11/01/2051	24,750.00	5,580.78
05/01/2052	299,750.00	65,778.52

PROOF OF ARBITRAGE YIELD

\$4,675,000
 Hartford Terrace Community Development District
 (Polk County, Florida)
 Special Assessment Bonds, Series 2024
 (2024 Project Area)

Date	Debt Service	Present Value to 05/29/2024 @ 5.5061457928%
11/01/2052	17,015.63	3,633.94
05/01/2053	312,015.63	64,850.24
11/01/2053	8,718.75	1,763.58
05/01/2054	318,718.75	62,741.26
	9,658,701.10	4,673,390.80

Proceeds Summary

Delivery date	05/29/2024
Par Value	4,675,000.00
Premium (Discount)	-1,609.20
Target for yield calculation	4,673,390.80

BOND DEBT SERVICE

\$4,675,000
 Hartford Terrace Community Development District
 (Polk County, Florida)
 Special Assessment Bonds, Series 2024
 (2024 Project Area)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/29/2024					
11/01/2024			106,666.53	106,666.53	
05/01/2025	65,000	4.500%	126,315.63	191,315.63	297,982.16
11/01/2025			124,853.13	124,853.13	
05/01/2026	70,000	4.500%	124,853.13	194,853.13	319,706.26
11/01/2026			123,278.13	123,278.13	
05/01/2027	75,000	4.500%	123,278.13	198,278.13	321,556.26
11/01/2027			121,590.63	121,590.63	
05/01/2028	75,000	4.500%	121,590.63	196,590.63	318,181.26
11/01/2028			119,903.13	119,903.13	
05/01/2029	80,000	4.500%	119,903.13	199,903.13	319,806.26
11/01/2029			118,103.13	118,103.13	
05/01/2030	85,000	4.500%	118,103.13	203,103.13	321,206.26
11/01/2030			116,190.63	116,190.63	
05/01/2031	90,000	4.500%	116,190.63	206,190.63	322,381.26
11/01/2031			114,165.63	114,165.63	
05/01/2032	90,000	5.375%	114,165.63	204,165.63	318,331.26
11/01/2032			111,746.88	111,746.88	
05/01/2033	100,000	5.375%	111,746.88	211,746.88	323,493.76
11/01/2033			109,059.38	109,059.38	
05/01/2034	105,000	5.375%	109,059.38	214,059.38	323,118.76
11/01/2034			106,237.50	106,237.50	
05/01/2035	110,000	5.375%	106,237.50	216,237.50	322,475.00
11/01/2035			103,281.25	103,281.25	
05/01/2036	115,000	5.375%	103,281.25	218,281.25	321,562.50
11/01/2036			100,190.63	100,190.63	
05/01/2037	120,000	5.375%	100,190.63	220,190.63	320,381.26
11/01/2037			96,965.63	96,965.63	
05/01/2038	130,000	5.375%	96,965.63	226,965.63	323,931.26
11/01/2038			93,471.88	93,471.88	
05/01/2039	135,000	5.375%	93,471.88	228,471.88	321,943.76
11/01/2039			89,843.75	89,843.75	
05/01/2040	145,000	5.375%	89,843.75	234,843.75	324,687.50
11/01/2040			85,946.88	85,946.88	
05/01/2041	150,000	5.375%	85,946.88	235,946.88	321,893.76
11/01/2041			81,915.63	81,915.63	
05/01/2042	160,000	5.375%	81,915.63	241,915.63	323,831.26
11/01/2042			77,615.63	77,615.63	
05/01/2043	170,000	5.375%	77,615.63	247,615.63	325,231.26
11/01/2043			73,046.88	73,046.88	
05/01/2044	175,000	5.375%	73,046.88	248,046.88	321,093.76
11/01/2044			68,343.75	68,343.75	
05/01/2045	185,000	5.625%	68,343.75	253,343.75	321,687.50
11/01/2045			63,140.63	63,140.63	
05/01/2046	195,000	5.625%	63,140.63	258,140.63	321,281.26
11/01/2046			57,656.25	57,656.25	
05/01/2047	210,000	5.625%	57,656.25	267,656.25	325,312.50
11/01/2047			51,750.00	51,750.00	
05/01/2048	220,000	5.625%	51,750.00	271,750.00	323,500.00
11/01/2048			45,562.50	45,562.50	
05/01/2049	235,000	5.625%	45,562.50	280,562.50	326,125.00
11/01/2049			38,953.13	38,953.13	
05/01/2050	245,000	5.625%	38,953.13	283,953.13	322,906.26
11/01/2050			32,062.50	32,062.50	
05/01/2051	260,000	5.625%	32,062.50	292,062.50	324,125.00
11/01/2051			24,750.00	24,750.00	
05/01/2052	275,000	5.625%	24,750.00	299,750.00	324,500.00

BOND DEBT SERVICE

\$4,675,000

Hartford Terrace Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2024
(2024 Project Area)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2052			17,015.63	17,015.63	
05/01/2053	295,000	5.625%	17,015.63	312,015.63	329,031.26
11/01/2053			8,718.75	8,718.75	
05/01/2054	310,000	5.625%	8,718.75	318,718.75	327,437.50
	4,675,000		4,983,701.10	9,658,701.10	9,658,701.10

\$4,675,000
Hartford Terrace Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2024
(2024 Project Area)
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.506146%)
05/29/24	Beg Bal	-4,123,996.14	-5,410,861.73
05/29/24		4,123,996.14	5,410,861.73
06/04/24		-69.03	-90.50
07/02/24		-690.27	-901.17
08/02/24		-712.95	-926.57
09/04/24		-712.83	-921.95
10/02/24		-663.54	-854.59
11/04/24		-644.88	-826.55
12/03/24		-599.05	-764.46
01/03/25		-596.66	-757.97
02/04/25		-578.52	-731.50
03/04/25		-522.53	-657.72
04/02/25		-578.51	-725.11
05/02/25		-559.85	-698.55
06/03/25		-578.44	-718.38
06/10/25		330.00	409.40
07/02/25		-559.85	-692.26
07/28/25		1,868.00	2,300.75
08/04/25		-578.51	-711.89
09/03/25		-577.99	-708.14
10/02/25		-541.83	-660.94
11/04/25		-542.25	-658.27
11/07/25		300.00	364.02
11/07/25		120.00	145.61
11/30/25	Bal	7,978.85	9,648.03
11/30/25	Acc	25.33	30.63

05/29/29	TOTALS:	314.69	-108.07

ISSUE DATE:	05/29/24	REBATABLE ARBITRAGE:	-108.07
COMP DATE:	05/29/29	NET INCOME:	314.69
BOND YIELD:	5.506146%	TAX INV YIELD:	4.303004%

\$4,675,000
Hartford Terrace Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2024
(2024 Project Area)
Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.506146%)
05/29/24	Beg Bal	-160,403.13	-210,455.86
06/04/24		69.03	90.50
07/02/24		690.27	901.17
08/02/24		712.95	926.57
09/04/24		712.83	921.95
10/02/24		663.54	854.59
11/04/24		644.88	826.55
12/03/24		599.05	764.46
01/03/25		596.66	757.97
02/04/25		578.52	731.50
03/04/25		522.53	657.72
04/02/25		578.51	725.11
05/02/25		559.85	698.55
06/03/25		578.44	718.38
07/02/25		559.85	692.26
08/04/25		578.51	711.89
09/03/25		577.99	708.14
10/02/25		541.83	660.94
11/04/25		542.25	658.27
11/30/25	Bal	160,403.13	193,959.49
11/30/25	Acc	524.76	634.54

05/29/29	TOTALS:	10,832.25	-2,855.32

ISSUE DATE:	05/29/24	REBATABLE ARBITRAGE:	-2,855.32
COMP DATE:	05/29/29	NET INCOME:	10,832.25
BOND YIELD:	5.506146%	TAX INV YIELD:	4.542755%

\$4,675,000
Hartford Terrace Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2024
(2024 Project Area)
Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.506146%)
05/29/24	Beg Bal	-106,666.53	-139,951.11
06/04/24		45.90	60.18
07/02/24		459.02	599.26
08/02/24		474.10	616.15
09/04/24		474.02	613.08
10/02/24		441.25	568.29
11/01/24		106,666.53	136,778.01
11/04/24		428.84	549.65

05/29/29	TOTALS:	2,323.13	-166.48

ISSUE DATE:	05/29/24	REBATABLE ARBITRAGE:	-166.48
COMP DATE:	05/29/29	NET INCOME:	2,323.13
BOND YIELD:	5.506146%	TAX INV YIELD:	5.214152%

\$4,675,000
Hartford Terrace Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2024
(2024 Project Area)
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.506146%)
05/29/24	Beg Bal	-188,825.00	-247,746.59
05/29/24		55,000.00	72,162.38
05/29/24		45,000.00	59,041.95
05/29/24		42,000.00	55,105.82
05/29/24		30,000.00	39,361.30
05/29/24		6,000.00	7,872.26
05/29/24		1,750.00	2,296.08
05/29/24		2,500.00	3,280.11
05/31/24		6,125.00	8,035.05
11/25/24		463.06	591.63

05/29/29	TOTALS:	13.06	0.00

ISSUE DATE:	05/29/24	REBATABL ARBITRAGE:	0.00
COMP DATE:	05/29/29	NET INCOME:	13.06
BOND YIELD:	5.506146%	TAX INV YIELD:	5.134165%

\$4,675,000
Hartford Terrace Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2024
(2024 Project Area)
Rebate Computation Credit

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.506146%)
05/29/25		-2,120.00	-2,634.48

05/29/29	TOTALS:	-2,120.00	-2,634.48

ISSUE DATE: 05/29/24 REBATABLE ARBITRAGE: -2,634.48
COMP DATE: 05/29/29
BOND YIELD: 5.506146%

SECTION 4

**LANDOWNER PROXY
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 19, 2026**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (**“Proxy Holder”**) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of Hartford Terrace Community Development District to be held at **Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida 33897, on November 19, 2026, at 2:00 PM** and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
<u>See Attachment A</u> _____	_____	_____
_____	_____	_____
_____	_____	_____

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2018), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

INSTRUCTIONS

At the Board meeting, when the landowner's election is announced, instructions on how landowners may participate in the election, along with a sample proxy, shall be provided.

At a landowners meeting, landowners shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

Nominations are made from the floor.

After all nominations are made, a ballot is distributed and votes are cast

Each landowner is entitled to one vote for each acre he owns or portion of an acre.

SAMPLE AGENDA

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of a Chairman for the Purpose of Conducting the Landowners Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowners Questions and Comments
8. Adjournment

SECTION D

SECTION 1

ESTIMATE

Toole's Tractor Services & H2O
Weed Control, LLC
P.O. Box 672
Lake Alfred, FL 33850

toolestractor@gmail.com
+1 (689) 500-7424
[https://www.toolestractorservices.co
m/](https://www.toolestractorservices.com/)



Bill to

Hartford Terrace CDD
200 Lee Vista Blvd., Suite 300
Orlando, Florida 32822

Estimate details

Estimate no.: 1489
Estimate date: 12/08/2025
Expiration date: 04/17/2026

#	Product or service	Description	Amount
1.	Rotovate	Bi-Monthly rotovating of (Phase 1) 2 dry ponds	\$650.00
2.		Work to be performed at 3054 Norcott Drive, Davenport, Florida 33837	
Total			\$650.00
Expiry date			04/17/2026

Accepted date

Accepted by

SECTION 2



Customer:

Ashley Hilyard
GMS
219 East Livingston Street
Orlando , FL 32801

Property:

Hartford Terrace CDD

Davenport, FL

Hartford Terrace CDD

Included Services – Quick Knockdown Service

This visit is a light maintenance “knockdown” only — not a full cleanup.

- **Mow turf within the defined service limits.**
- **Line trim / edge as needed along the wall line, fence line, and sidewalk edge within the service area.**
- **Shrub trimming: cut back overgrowth and reduce shrub height to match the height of the wall for a clean, uniform appearance.**
- **Knock down excess growth that is encroaching into the maintained area or blocking access/visibility.**

Exclusions – Not Included in This Service

This is not a full cleanup. The following items are excluded:

- **Heavy weed removal (beds/cracks) and herbicide applications**
- **Detailed bed edging and redefining bed lines**
- **Removal of accumulated leaf litter/debris beyond what's generated during today's service**
- **Plant replacement, rejuvenation pruning, or corrective pruning**



Project Name	
Items	Quantity
Labor - Enhancement Installation Team	15.00
	Unit
	Hr
Project Name:	
\$945.00	
Subtotal	
\$945.00	
Estimated Tax	
\$0.00	
Total	
\$945.00	

Terms & Conditions

By _____

David Kaufman

Date 2/19/2026

Exclusive Landscaping Group

By _____

Date _____

Hartford Terrace CDD

