

*Hartford Terrace
Community Development District*

Agenda

July 16, 2026

AGENDA

Hartford Terrace

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

July 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, July 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**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 16, 2026 Meeting
4. Review and Acceptance of Fiscal Year 2025 Audit Report
5. Financing Matters
 - A. Consideration of Second Supplemental Assessment Methodology for the 2026 Project Area
 - B. Consideration of Resolution 2026-04 Supplemental Assessment Resolution
 - C. Approval of Supplemental Notice of Imposition of Special Assessments
 - D. Consideration of Series 2026 Requisition #1
 - E. Consideration of Amended and Restated Disclosure of Public Finance
6. Public Hearings
 - A. Fiscal Year 2027 Budget and Assessments
 - i. Consideration of Resolution 2026-05 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations
 - ii. Consideration of Resolution 2026-06 Imposing Special Assessments and Certifying an Assessment Roll
 - B. Rules of Procedure
 - i. Consideration of Resolution 2026-07 Adopting Revised Rules of Procedure
7. District Goals and Objectives
 - A. Adoption of Fiscal Year 2027 Goals and Objectives
 - B. Presentation of Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Form
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Registers
 - ii. Balance Sheet and Income Statement
 - iii. Presentation of Number of Registered Voters - 152
 - iv. Approval of Fiscal Year 2027 Meeting Schedule

- v. Presentation of Arbitrage Rebate Calculation Report for the Series 2024 Bonds
- D. Field Manager's Report
 - i. Consideration of Landscape Maintenance Scope of Work and Selection of Vendor
 - 1. Prince & Sons, Inc.
 - 2. Yellowstone Landscaping
- 9. Other Business
- 10. Supervisor's Requests
- 11. 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

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, April 16, 2026, at 2:00 p.m. at the Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida.

Present and constituting a quorum were:

Sean Bailey	Chairman
Bernard Sullivan	Vice Chairman
Mary Burns	Assistant Secretary
Serena Turke	Assistant Secretary

Also present were:

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

The following is a summary of the discussions and actions taken at the April 16, 2026 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. Four Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint asked for any members of the public present to provide comments. There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

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

Mr. Flint asked for a motion to accept Eric Baker's resignation.

On MOTION by Mr. Bailey, seconded by Mr. Sullivan, with all in favor, Accepting the Resignation Letter from Eric Baker, was approved.

Mr. Flint asked if there was a nomination to fill Eric Baker's seat. Mr. Bailey nominated Jay Robbins to fill the vacancy.

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

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

C. Consideration of Resolution 2026-01 Electing an Assistant Secretary

Mr. Flint stated that currently Mr. Bailey serves as the Chair, Mr. Sullivan serves as the Vice Chair and this resolution would appoint Jay Robbins as an Assistant Secretary.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-01 Electing Jay Robbins as an Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the July 17, 2025 Meeting

Mr. Flint presented the minutes from the July 17, 2025 meeting and 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 July 17, 2025 Board of Supervisors Meeting, were approved, as presented.

FIFTH ORDER OF BUSINESS

Consideration of Initial Public Facilities Report

Mr. Flint stated the District is required by law to submit a public facilities report, which must be updated every seven years. The current report was prepared by Kimley-Horn, the District's Engineer.

On MOTION by Ms. Turke, seconded by Ms. Burns, with all in favor, the Initial Public Facilities Report, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2026-02 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing

Mr. Flint presented Resolution 2026-02 which approves the Fiscal Year 2027 budget and sets the public hearing for its adoption. The recommended date for the public hearing is July 16, 2026, at 2:00 p.m. at the current location. Exhibit A contains the proposed budget details. He explained that the budget will be balanced through a mix of assessments, developer contributions, and the beginning fund balance. There is a proposed increase of about 10% in per unit assessments, with the single-family 50-foot category rising from \$701 to \$771 annually.

A Board member asked if that is adjusting the areas to be maintained by the CDD versus HOA. Mr. Flint explained that the budget for the upcoming fiscal year includes changes to maintenance responsibilities and associated costs. Initially, the maintenance map had the HOA taking care of some CDD areas, such as the front entrance and high-profile sections, because there was interest from the HOA in managing those. However, the plan is now shifting so that the CDD will maintain the areas it owns, including the entrance and exterior walls. As a result, the landscaping budget is increasing by about \$25,000. The budget also accounts for streetlights, which are set at \$60,000 and are similar to what the HOA had anticipated. Since the roads are public and owned by different cities, the CDD typically pays for streetlights. Overall, the proposed budget features a 10% increase in assessments, and another increase may be needed in the future. Instead of raising assessments all at once, the increases will be phased in, especially as maintenance responsibilities change. This shift could lead to a reduction in the HOA's budget for the next calendar year. The HOA operates on a calendar year and residents will receive mail notices about these budget changes. Some residents may attend the July meeting to discuss these updates. Mr. Flint clarified that adjustments could be made if more information becomes available before the July meeting.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-02 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing for July 16, 2026 at 2:00 p.m., at this location was approved.
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SEVENTH ORDER OF BUSINESS

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

Mr. Flint asked for a motion to approve the ratification Items.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Items A through E, were ratified.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2026-03
Designating a Date, Time and Place of
Public Hearing for Adopting Chapter I:
Rules of Procedure – Added**

Mr. Flint stated that item eight had been added to the agenda. The resolution sets the date, time, and place for a rule hearing. There are proposed updated Rules of Procedure included in the agenda, and the recommendation is to hold the rule hearing at the July 16, 2026 meeting. He asked if there were any questions regarding the resolution or the rules and proceeded to request a motion to approve the resolution.

On MOTION by Mr. Bailey, seconded by Ms. Burns, with all in favor, Resolution 2026-03 Designating a Date, Time and Place of Public Hearing for Adopting Chapter I: Rules of Procedure on July 16, 2026 at 2:00 p.m., at this location was approved.

NINTH ORDER OF BUSINESS Staff Reports

A. Attorney

Mr. Dugan had nothing to report.

B. Engineer

There being no comments, the next item followed.

C. District Manager's Report

i. Approval of Check Registers (9)

1. July 7, 2025 – April 2, 2026

Mr. Flint presented nine check registers from July 7, 2025 through April 2, 2026.

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

ii. Balance Sheet and Income Statement

Mr. Flint noted these are unaudited and no action is required.

iii. Presentation of Arbitrage Rebate Report for Series 2024 Bonds

Mr. Flint noted the arbitrage rebate report calculation for the Series 2024 Bonds indicates a negative net rebatable arbitrage of \$5,764.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Accepting the Arbitrage Rebate Report for Series 2024 Bonds, was approved.

iv. Designation of November 19, 2026 as Landowners' Meeting Date

Mr. Flint noted that every two years, certain seats come up for election, and this November, three seats (Mr. Sullivan, Ms. Turke, and Mr. Robbins) will be available. The landowner meeting to address these elections can be scheduled at any time in November. A sample proxy agenda and instructions are provided for review, and he asked if there were any questions before suggesting a motion to designate November 19th as the meeting date.

On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Designation of November 19, 2026 as Landowners' Meeting Date, was approved.

D. Field Manager's Report

i. Consideration of Proposal from Toole's Tractor Services for Bi-Monthly Rotovating

Ms. Hilyard stated that there are two proposals. The first proposal involves Toole's Tractor Services specifically for dry pond disking. This service is planned in anticipation of Phase 1 areas being handed over, and it includes bi-monthly disking of the two dry ponds located near the Forest Lake entrance. The proposal shows a cost of \$650 per iteration for this bi-monthly maintenance.

Mr. Flint stated that Toole's Tractor services are the most cost-effective option for dry pond disking, being the least expensive on a per acre basis.

On MOTION by Mr. Bailey, seconded by Ms. Burns, with all in favor, Proposal from Toole's Tractor Services for Bi-Monthly Rotovating, was approved.

ii. Consideration of Proposal from Exclusive Landscaping for One-Time Cutback of Overgrown Vegetation in Tract LA-1

Ms. Hilyard stated that Exclusive submitted a proposal for a one-time service to clear overgrowth on the north side of Tract LA-1. The area in question is a 15-foot-wide landscape strip running behind the fence line from Holly Hill to the community fence. The service is purely for

aesthetic purposes and would bring the overgrowth down to a manageable level, not providing detailed landscaping work. Two photos were referenced to show the specific location. The cost for this work is \$945, and she noted that if the Board chooses not to act now, landscape maintenance will eventually need to address the area and charge for the initial cleanup when regular maintenance begins.

Ms. Burns wanted to confirm with Exclusive to ensure the proposed work hasn't already been included in their existing contract. She expressed the need to verify that the HOA isn't being billed twice and asks to talk with Exclusive before approving new charges.

Mr. Flint asked if the Board could approve the proposal, provided that Ms. Burns confirms the work isn't already included in the current contract with Exclusive.

On MOTION by Mr. Bailey, seconded by Ms. Burns, with all in favor, the Proposal from Exclusive Landscaping for One-Time Cutback of Overgrown Vegetation in Tract LA-1, was approved subject to Ms. Burns' confirmation.

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. Burns, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**HARTFORD TERRACE
COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Hartford Terrace Community Development District
Polk County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Hartford Terrace Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2025, and the respective changes in financial position, thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 5, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 5, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Hartford Terrace Community Development District, Polk County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$238,476).
- The change in the District's total net position in comparison with the prior fiscal year was \$116,663, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$354,958, an increase of \$81,065 in comparison with the prior period. The total fund balance is restricted for debt service and capital projects, nonspendable for prepaid items, and the remainder is unassigned which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,			
	2025	2024	
Current and other assets	\$ 359,044	\$ 290,013	
Capital assets, net of depreciation	4,119,073	4,115,488	
Total assets	4,478,117	4,405,501	
Current liabilities	108,130	87,231	
Long-term liabilities	4,608,463	4,673,409	
Total liabilities	4,716,593	4,760,640	
Net position			
Net investment in capital assets	(482,996)	(555,269)	
Restricted	196,438	197,419	
Unrestricted	48,082	2,711	
Total net position	\$ (238,476)	\$ (355,139)	

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which the ongoing program revenues exceeded the cost of operations.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2025	2024
Revenues:		
Program revenues		
Charges for services	\$ 490,291	\$ -
Operating grants and contributions	13,945	63,080
Capital grants and contributions	752	9,214
Total revenues	504,988	72,294
Expenses:		
General government	82,661	64,793
Maintenance and operations	39,695	-
Interest	265,969	71,129
Bond issue costs	-	281,875
Total expenses	388,325	417,797
Change in net position	116,663	(345,503)
Net position - beginning	(355,139)	(9,636)
Net position - ending	\$ (238,476)	\$ (355,139)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025, was \$388,325. The costs of the District's activities were paid primarily by program revenues. Program revenues are comprised primarily of assessments and investment earnings. In total, expenses decreased from the prior fiscal year mainly due to bond issue costs incurred in the prior year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$4,119,073 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$4,610,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND OTHER EVENTS

The District anticipates that operations and expenses will increase as the District is built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Hartford Terrace Community Development District's Finance Department at 219 East Livingston Street Orlando, FL. 32801.

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 42,506
Assessments receivable	1,098
Prepaid items	8,563
Restricted assets:	
Investments	306,877
Capital assets:	
Nondepreciable	<u>4,119,073</u>
Total assets	<u>4,478,117</u>
 LIABILITIES	
Accounts payable	4,086
Accrued interest payable	104,044
Noncurrent liabilities:	
Due within one year	70,000
Due in more than one year	<u>4,538,463</u>
Total liabilities	<u>4,716,593</u>
 NET POSITION	
Net investment in capital assets	(482,996)
Restricted for debt service	196,438
Unrestricted	<u>48,082</u>
Total net position	<u>\$ (238,476)</u>

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Functions/Programs	Program Revenues				Net (Expense)
		Charges for	Operating Grants and	Capital Grants and	Revenue and Changes in Net Position
	Expenses	Services	Contributions	Contributions	Governmental Activities
Primary government:					
Governmental activities:					
General government	\$ 82,661	\$ 82,661	\$ -	\$ -	\$ -
Maintenance and operations	39,695	85,066	-	752	46,123
Interest on long-term debt	265,969	322,564	13,945	-	70,540
Total governmental activities	388,325	490,291	13,945	752	116,663
					Change in net position 116,663
					Net position - beginning (355,139)
					Net position - ending <u>\$ (238,476)</u>

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 42,506	\$ -	\$ -	\$ 42,506
Investments	-	299,613	7,264	306,877
Assessments receivable	234	864	-	1,098
Due from other funds	-	5	-	5
Prepaid items	8,563	-	-	8,563
Total assets	<u>\$ 51,303</u>	<u>\$ 300,482</u>	<u>\$ 7,264</u>	<u>\$ 359,049</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 3,216	\$ -	\$ 870	\$ 4,086
Due to other funds	5	-	-	5
Total liabilities	<u>3,221</u>	<u>-</u>	<u>870</u>	<u>4,091</u>
Fund balances:				
Nonspendable:				
Prepaid items	8,563	-	-	8,563
Restricted for:				
Debt service	-	300,482	-	300,482
Capital projects	-	-	6,394	6,394
Unassigned	39,519	-	-	39,519
Total fund balances	<u>48,082</u>	<u>300,482</u>	<u>6,394</u>	<u>354,958</u>
Total liabilities and fund balances	<u>\$ 51,303</u>	<u>\$ 300,482</u>	<u>\$ 7,264</u>	<u>\$ 359,049</u>

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Total fund balances - governmental funds \$ 354,958

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	4,119,073	
Accumulated depreciation	-	4,119,073

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(104,044)	
Unamortized original issue discount	1,537	
Bonds payable	(4,610,000)	(4,712,507)
Net position of governmental activities		\$ (238,476)

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
REVENUES				
Assessments	\$ 167,727	\$ 322,564	\$ -	\$ 490,291
Developer contributions	-	-	517	517
Interest income	-	13,945	235	14,180
Total revenues	167,727	336,509	752	504,988
EXPENDITURES				
Current:				
General government	82,661	-	-	82,661
Maintenance and operations	39,695	-	-	39,695
Debt Service:				
Principal	-	65,000	-	65,000
Interest	-	232,982	-	232,982
Capital outlay	-	-	3,585	3,585
Total expenditures	122,356	297,982	3,585	423,923
Excess (deficiency) of revenues over (under) expenditures	45,371	38,527	(2,833)	81,065
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	6,575	6,575
Transfers out	-	(6,575)	-	(6,575)
Total other financing sources (uses)	-	(6,575)	6,575	-
Net change in fund balances	45,371	31,952	3,742	81,065
Fund balances - beginning	2,711	268,530	2,652	273,893
Fund balances - ending	\$ 48,082	\$ 300,482	\$ 6,394	\$ 354,958

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

Net change in fund balances - total governmental funds	\$ 81,065
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	3,585
Repayments of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	65,000
The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.	(32,933)
Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(54)
Change in net position of governmental activities	<u>\$ 116,663</u>

See notes to the financial statements

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Hartford Terrace Community Development District ("District") was created on June 22, 2022, by Ordinance No. 2022-045 of Polk County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by the owners of the property within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. All of the Board members are affiliated with Pulte Home Company, LLC ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations and debt service are billed and collected by the County Tax Assessor/Collector for non-Developer owned lots. The amounts remitted to the District are net of applicable discounts or fees. In addition, amounts remitted by the County Tax Assessor/Collector include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports on the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2025:

	Amortized Cost	Credit Risk	Maturities
US Bank Money Market	\$ 306,877	N/A	N/A
Total Investments	<u>\$ 306,877</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1: Investments* whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025, were as follows:

Fund	Transfer in	Transfer out
Debt service	\$ -	\$ 6,575
Capital projects	6,575	-
Total	\$ 6,575	\$ 6,575

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Construction in progress	\$ 4,115,488	\$ 3,585	\$ -	\$ 4,119,073
Total capital assets, not being depreciated	4,115,488	3,585	-	4,119,073
 Governmental activities capital assets	 \$ 4,115,488	 \$ 3,585	 \$ -	 \$ 4,119,073

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$24.4 million. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

NOTE 7 – LONG TERM LIABILITIES

Series 2024

On May 29, 2024, the District issued \$4,675,000 of Special Assessment Bonds, Series 2024 consisting of various Term Bonds with due dates from May 1, 2031, to May 1, 2054, and fixed interest rates ranging from 4.5% to 5.625%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2025, through May 1, 2054.

The Series 2024 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction with certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this did not occur during the current fiscal year. The District was in compliance with the requirements at September 30, 2025.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2025, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2024	\$ 4,675,000	\$ -	\$ 65,000	\$ 4,610,000	\$ 70,000
Less: Original issue discount	(1,591)	-	(54)	(1,537)	-
Total	<u>\$ 4,673,409</u>	<u>\$ -</u>	<u>\$ 64,946</u>	<u>\$ 4,608,463</u>	<u>\$ 70,000</u>

At September 30, 2025, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 70,000	\$ 249,706	\$ 319,706
2027	75,000	246,556	321,556
2028	75,000	243,181	318,181
2029	80,000	239,806	319,806
2030	85,000	236,206	321,206
2031-2035	495,000	1,114,801	1,609,801
2036-2040	645,000	967,506	1,612,506
2041-2045	840,000	773,738	1,613,738
2046-2050	1,105,000	514,126	1,619,126
2051-2054	1,140,000	165,095	1,305,095
	<u>\$ 4,610,000</u>	<u>\$ 4,750,721</u>	<u>\$ 9,360,721</u>

NOTE 8 – DEVELOPER TRANSACTIONS AND CONCENTRATION

The Developer has agreed to fund the general operations of the District. In the Capital Projects Fund, the Developer contribution revenue for the current fiscal year was \$517. The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget - Positive (Negative)
REVENUES				
Assessments	\$ 167,250	\$ 167,250	\$ 167,727	\$ 477
Total revenues	167,250	167,250	167,727	477
EXPENDITURES				
Current:				
General government	141,500	83,591	82,661	930
Maintenance expenditures	25,750	83,659	39,695	43,964
Total expenditures	167,250	167,250	122,356	44,894
Excess (deficiency) of revenues over (under) expenditures	\$ -	\$ -	45,371	\$ 45,371
Fund balance - beginning			2,711	
Fund balance - ending			\$ 48,082	

See notes to required supplementary information

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
OTHER INFORMATION-DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	3
Employee compensation	\$0
Independent contractor compensation	\$121,957.99
Construction projects to begin on or after October 1; (\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$165 - \$495 Debt service - \$1,408
Special assessments collected	\$490,291
Outstanding Bonds:	
Series 2024 due May 1, 2054	\$4,610,000



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Hartford Terrace Community Development District
Polk County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Hartford Terrace Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 5, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 5, 2026



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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Hartford Terrace Community Development District
Polk County, Florida

We have examined Hartford Terrace Community Development District, Polk County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Hartford Terrace Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 5, 2026



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Hartford Terrace Community Development District
Polk County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Hartford Terrace Community Development District, Polk County, Florida ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 5, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 5, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Hartford Terrace Community Development District, Polk County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Hartford Terrace Community Development District, Polk County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 5, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2024.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2025.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met any of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures, and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

SECTION V

SECTION A

**SECOND SUPPLEMENTAL
ASSESSMENT METHODOLOGY
FOR THE
2026 PROJECT AREA

FOR
HARTFORD TERRACE
COMMUNITY DEVELOPMENT DISTRICT**

Date: July 7, 2026

Prepared by

**Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



V9 - 7.8.26 Final

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GMS-CF, LLC does not represent the Hartford Terrace Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Hartford Terrace Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Hartford Terrace Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District will issue on July 23, 2026, \$4,650,000 of tax exempt bonds (the “Series 2026 Bonds” or “Bonds”) for the purpose of financing certain infrastructure improvements within the District (herein the “2026 Project Area”), as described in the First Supplemental Engineer’s Report dated March 21, 2024, prepared by Kimley-Horn and Associates, Inc. (the “Engineer’s Report”). The District anticipates the construction and/or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within the 2026 Project Area within the District.

1.1 Purpose

This Second Supplemental Assessment Methodology Report for the 2026 Project Area (the “Supplemental Report”) supplements the Master Assessment Methodology dated July 21, 2022, and provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting assessable properties within the 2026 Project Area. This Supplemental Report allocates the debt to such properties based on the special benefits each receives from the capital improvement plan (“CIP”) as described in the Engineer’s Report (herein the “2026 Project”). This Supplemental Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District will impose non ad valorem special assessments on the benefited lands within the 2026 Project Area within the District based on this Supplemental Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Supplemental Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 104.25 acres of land located within unincorporated Polk County, Florida and in the incorporated areas of the City of Haines City, Florida and the City of Davenport, Florida. The 2026 Project Area currently envisions 272 residential units (herein the “2026 Project Area Development Program”). The 2026 Project Area Development Program is depicted in Table 1. It should be noted that the current land use plan may change, and this report is designed to address any changes and may be modified accordingly.

The improvements contemplated by the District for the benefit of the 2026 Project Area will provide facilities that benefit the assessable property within the 2026 Project Area within the District. The 2026 Project is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain on-site roadways, stormwater management/earthwork, and utilities (potable water, sewer, reclaimed, and offsite force main), off-site roadways, landscape & hardscape, soft costs, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the 2026 Project.
2. The District Engineer determines the assessable lands that benefit from the District's 2026 Project.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct 2026 Project.
4. This amount is initially divided equally among the benefited properties within the 2026 Project Area within the District on a prorated gross acreage basis to the extent any of such lands have not already been platted. Ultimately, as the remaining land is platted, site planned, or subjected to a declaration of condominiums, this amount will be assigned to each of the benefited properties based on an ERU basis.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property within the 2026 Project Area, different in kind and degree than general benefits, for lands within its boundaries but outside of the 2026 Project Area as well as general benefits to the public at large.

However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the 2026 Project Area. The implementation of the 2026 Project enables properties within the 2026 Project Area within the District to be developed. Without the District's 2026 Project, there would be no infrastructure to support development of land within the 2026 Project Area of the District. Without these improvements, development of the property within the 2026 Project Area of the District would be prohibited by law.

There is no doubt that the area within the District but outside of the 2026 Project Area and the general public will benefit from the provision of the District's 2026 Project. However, those benefits will be incidental to the District's 2026 Project, which is

designed solely to meet the needs of property within the 2026 Project Area within the District. Properties outside the District boundaries and outside the 2026 Project Area do not depend upon the District's 2026 Project. The property owners within the 2026 Project Area within the District are therefore receiving special benefits not received by those outside the District's boundaries and outside of the 2026 Project Area.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the 2026 Project Area within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's 2026 Project will cost approximately \$18,083,000. The District's Underwriter has determined that financing costs required to fund a portion of such infrastructure improvements, the cost of issuance of the Bonds, funding interest on the Series 2026 Bonds to at least November 1, 2026, and the funding of a debt service reserve account, will be \$4,650,000. The remaining costs required to complete the 2026 Project not funded with the proceeds of the Bonds is anticipated to be funded by the Developer or through the issuance of an additional series of bonds. Without the 2026 Project, the property within the 2026 Project Area would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District will issue on July 23, 2026, \$4,650,000 in Bonds to fund a portion of the District's 2026 Project for the benefit of the 2026 Project Area, provide for a debt service reserve account, provide for a capitalized interest account, and pay cost of issuance. It is the purpose of this Supplemental Report to allocate the \$4,650,000 in debt to the lands within the District benefiting from the 2026 Project.

Table 1 identifies the land uses as identified by the landowner of the land within the 2026 Project Area of the District which will secure the Series 2026 Bonds. The

construction costs identified in Engineer's Report for the 2026 Project are outlined in Table 2. The costs of public improvements needed to support the 2026 Project are described in detail in the Engineer's Report and are estimated to cost \$18,083,000. The portion of the estimated costs to be funded by the Series 2026 Bonds needed to generate funds to pay for a portion of the 2026 Project and related costs was determined by the District's Underwriter to total \$4,650,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until development is completed. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties within the 2026 Project Area receiving the special benefits. The 2026 Project to be funded by the District's Series 2026 Bonds will benefit all assessable property within the 2026 Project Area within the District; however, utilizing the first platted, first assigned methodology described in the Master Assessment Methodology, the assessments will be levied first to the platted residential lots within the 2026 Project Area, as depicted in Table 5 and Table 6, and then to the remaining acreage within the 2026 Project Area on an equal gross acreage basis. If there are changes to the 2026 Project Area Development Program which reduce the number of platted units, a true up of the assessments will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

To be consistent with market conditions and based on the product types and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the District will recognize a developer contribution equal to \$1,695,000 in eligible infrastructure. This is reflected on Table 5.

Until the requisite ERUs needed to secure the Series 2026 Bonds have been platted and sold, the special assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; and (2) the lands are subject to re-plat, which may result in changes in development density and product type. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

The assignment of debt in this Supplemental Report sets forth the process by which debt is apportioned. As mentioned herein, this Supplemental Report may be supplemented from time to time.

2.3 Allocation of Benefit

The 2026 Project consists of on-site roadways, stormwater management/earthwork, and utilities (potable water, sewer, reclaimed, and offsite force main), off-site roadways, landscape & hardscape, soft costs, and contingency. There are four residential product types within the planned development as reflected in Table 1. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The 2026 Project for the 2026 Project Area is reflected in Table 2. There may be other public improvements constructed in the 2026 Project Area, but not funded by the Bonds. It is contemplated that the Developer will fund these costs and may be reimbursed from a future bond issue. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the 2026 Project on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed 2026 Project will provide several types of systems, facilities and services for its residents. These include on-site roadways, stormwater management/earthwork, and utilities (potable water, sewer, reclaimed, and offsite force main), off-site roadways, landscape & hardscape, soft costs, and contingency. These public improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

For the provision of 2026 Project, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's 2026 Project have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the 2026 Project Area within the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the Series 2026 Bond debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total Series 2026 Bond debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed 2026 Project is developed and acquired by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the landowner, it does have an important role to play during the course of platting and site planning. Whenever a plat, re-plat, a revised plat, declaration of condominium or revised site plan is processed, the District must allocate a portion of its Bond debt to the property according to this Supplemental Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Unassigned Property means property within the 2026 Project Area within the District where no platting, re-platting or revised declaration of condominium has been recorded. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, re-plat, or revised site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service for the Series 2026 Bonds, then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

As of the date of this Supplemental Report, the 2026 Project Area consists of 189 platted residential lots (located in Phases 2A & 2B)(i.e. Assigned Properties) and approximately 15.60 gross acres of unplatted property (i.e. Unassigned Properties). Initially, the debt service assessments pledged to the Series 2026 Bonds will be allocated first to the platted property within the 2026 Project Area, and then across the 15.60 remaining acreage of the 2026 Project Area boundaries on an equal gross acreage basis. As Assigned Properties become known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Tables 1, 4, 5 & 6 to reflect the changes. As a result, the assessment liens on Unassigned Properties are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. The current assessment roll is depicted in Table 7.

TABLE 1
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2026 PROJECT AREA

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Townhome 20'	84	84	0.4	33.6
Single Family 40'	77	77	0.8	61.6
Single Family 50'	98	98	1.0	98.0
Single Family 60'	13	13	1.2	15.6
Total Units	272	272		208.8

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2026 PROJECT AREA

2026 Project (1)	Amount
On-Site Roadways	\$795,000
Stormwater Management/Earthwork	\$6,579,900
Utilities - Potable Water	\$615,400
Utilities - Sewer	\$1,750,000
Utilities - Reclaimed	\$172,700
Utilities - Offsite Force Main	\$150,000
Off-site Roadways - Forest Lake Road Improvements	\$1,800,000
Off-site Roadways - U.S. Highway 27 Turn Lanes	\$3,500,000
Landscape and Hardscape	\$500,000
Soft Costs and Contingency	\$2,220,000
Total	\$18,083,000

(1) A detailed description of these improvements is provided in the First Supplemental Engineer's Report dated March 21, 2024

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2026 PROJECT AREA

Description	Total
Construction Funds	\$4,129,738.72
Debt Service Reserve	\$157,670.00
Capitalized Interest	\$66,441.28
Underwriters Discount	\$93,000.00
Cost of Issuance	\$203,150.00
Par Amount	\$4,650,000.00

Bond Assumptions:

Average Coupon	5.43%
Amortization	30 years
Capitalized Interest	Thru 11/1/2026
Debt Service Reserve	50% Max Annual D/S
Underwriters Discount	2%

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2026 PROJECT AREA

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome 20'	84	0.4	33.6	16.09%	\$2,909,908	\$34,642
Single Family 40'	77	0.8	61.6	29.50%	\$5,334,831	\$69,284
Single Family 50'	98	1.0	98.0	46.93%	\$8,487,232	\$86,604
Single Family 60'	13	1.2	15.6	7.47%	\$1,351,029	\$103,925
Totals	272		208.8	100.00%	\$18,083,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2026 PROJECT AREA

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Potential Allocation of Debt Per Product Type	Developer Contributions**	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhome 20'	84	\$2,909,908	\$1,021,034	(\$94)	\$1,020,941	\$12,154
Single Family 40'	77	\$5,334,831	\$1,871,897	(\$385,527)	\$1,486,370	\$19,304
Single Family 50'	98	\$8,487,232	\$2,978,017	(\$1,086,274)	\$1,891,744	\$19,304
Single Family 60'	13	\$1,351,029	\$474,052	(\$223,106)	\$250,946	\$19,304
Totals	272	\$18,083,000	\$6,345,000	(\$1,695,000)	\$4,650,000	

* Unit mix is subject to change based on marketing and other factors

**To be consistent with market conditions and based on the product types and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$1,695,000 in eligible infrastructure.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2026 PROJECT AREA

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	If Paid in November - Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome 20'	84	\$1,020,940.96	\$12,154.06	\$69,235.17	\$824.23	\$849.72	\$886.27
Single Family 40	77	\$1,486,369.93	\$19,303.51	\$100,798.26	\$1,309.07	\$1,349.55	\$1,407.60
Single Family 50	98	\$1,891,743.54	\$19,303.51	\$128,288.69	\$1,309.07	\$1,349.55	\$1,407.60
Single Family 60	13	\$250,945.57	\$19,303.51	\$17,017.89	\$1,309.07	\$1,349.55	\$1,407.60
Totals	272	\$4,650,000.00		\$315,340.00			

(1) This amount includes 7% for collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT ROLL
SECOND SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR THE 2026 PROJECT AREA

Phase 2A - Platted

Owner	Parcel ID	Units	Type	Total Par Debt Allocated	Net Annual Debt Assessment	If Paid in Novembr - Annual Debt Assessment	Gross Annual Debt Assessment (1)
PULTE HOME COMPANY LLC	27-26-32-711009-000670	1	Single Family 60'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000680	1	Single Family 60'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000690	1	Single Family 60'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000700	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000710	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000720	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
END USER	27-26-32-711009-000730	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
END USER	27-26-32-711009-000740	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000750	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000760	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000770	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000780	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000790	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000800	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000810	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000820	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000830	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000840	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000850	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000860	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000870	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000880	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000890	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000900	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000910	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000920	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000930	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000940	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000950	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
END USER	27-26-32-711009-000960	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000970	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000980	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-000990	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-001000	1	Single Family 50'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60

[illegible]

Owner	Parcel ID	Units	Type	Total Par Debt Allocated	Net Annual Debt Assessment	If Paid in Novembr - Annual Debt Assessment	Gross Annual Debt Assessment (1)
PULTE HOME COMPANY LLC	27-26-32-711009-001590	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-001600	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-001610	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-001620	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-001630	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-001640	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-001650	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002190	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002200	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002210	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002220	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002230	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002420	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002430	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002440	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002450	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002460	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002470	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002810	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002820	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002830	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002840	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002850	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002860	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002870	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002880	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002890	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-002900	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-003820	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-003830	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
PULTE HOME COMPANY LLC	27-26-32-711009-003840	1	Single Family 40'	\$19,303.51	\$1,309.07	\$1,349.55	\$1,407.60
Total Phase 2A - Platted		105		\$2,026,868.08	\$137,452.17	\$141,703.27	\$147,798.03

Phase 2B - Platted

END USER	27-26-32-711011-010010	1	Townhome 20'	\$12,154.06	\$824.23	\$849.72	\$886.27
END USER	27-26-32-711011-010020	1	Townhome 20'	\$12,154.06	\$824.23	\$849.72	\$886.27
END USER	27-26-32-711011-010030	1	Townhome 20'	\$12,154.06	\$824.23	\$849.72	\$886.27
END USER	27-26-32-711011-010040	1	Townhome 20'	\$12,154.06	\$824.23	\$849.72	\$886.27
END USER	27-26-32-711011-010050	1	Townhome 20'	\$12,154.06	\$824.23	\$849.72	\$886.27
END USER	27-26-32-711011-010060	1	Townhome 20'	\$12,154.06	\$824.23	\$849.72	\$886.27

[illegible]

[illegible]

Owner	Parcel ID	Units	Type	Total Par Debt Allocated	Net Annual Debt Assessment	If Paid in Novembr - Annual Debt Assessment	Gross Annual Debt Assessment (1)
Phase 3 - Unplatted							
Owner	Parcel ID*	Acres	Par Debt Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment	If Paid in Novembr - Annual Debt Assessment	Gross Annual Debt Assessment (1)
PULTE HOME COMPANY LLC	27-26-32-711009-003850	15.60	\$102,704.55	\$1,602,190.96	\$108,652.67	\$112,013.06	\$116,830.82
Total Phase 3 - Unplatted				\$1,602,190.96	\$108,652.67	\$112,013.06	\$116,830.82
Combined Total				\$4,650,000.00	\$315,340.00	\$325,092.78	\$339,075.27

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

*See Metes and Bounds for Phase 3 attached as Exhibit A

Annual Assessment Periods	30
Average Coupon Rate (%)	5.43%
Maximum Annual Debt Service	\$315,340

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit A

HARTFORD TERRACE PHASE 3 (DAVENPORT)

Tract FD-1, HARTFORD TERRACE PHASE 2A, according to the plat thereof, as recorded in Plat book 207, Pages 1 through 3 of the Public Records of Polk County, Florida.

Containing 15.60 acres, more or less.

SECTION B

RESOLUTION 2026-04

A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2026 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2026 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2026 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Hartford Terrace Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("**Board**") has previously adopted, after notice and public hearing, Resolution 2022-31, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2022-31, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on July 7, 2026, the District entered into a Bond Purchase Contract whereby it agreed to sell its \$4,650,000 Hartford Terrace Community Development District Special Assessment Bonds, Series 2026 (2026 Project Area) (the "**Series 2026 Bonds**"); and

WHEREAS, pursuant to and consistent with Resolution 2022-31, the District desires to set forth the particular terms of the sale of the Series 2026 Bonds and confirm the levy of special assessments securing the Series 2026 Bonds (the "**Series 2026 Assessments**").

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2022-31.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Hartford Terrace Community Development District hereby finds and determines as follows:

(a) On August 18, 2022, the District, after due notice and public hearing, adopted Resolution 2022-31, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The District's *First Supplemental Engineer's Report* dated March 21, 2024, which supplements the District's *Engineer's Report* dated July 5, 2022, prepared by the District Engineer, Kimley-Horn and Associates, Inc., and attached to this Resolution as **Exhibit A** (collectively, the "**Engineer's Report**"), identifies and describes the presently expected components of the infrastructure improvements to be financed in whole or in part with the Series 2026 Bonds (the "**2026 Project**"), and sets forth the estimated costs of the 2026 Project as \$18,083,000. The District hereby confirms that the 2026 Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2026 Bonds is hereby ratified.

(c) The *Second Supplemental Assessment Methodology for the 2026 Project Area for Hartford Terrace Community Development District*, dated July 7, 2026, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Master Assessment Methodology for Hartford Terrace Community Development District*, dated July 21, 2022, and approved by Resolution 2022-31 on August 18, 2022 (the "**Master Assessment Report**"), to the 2026 Project and the actual terms of the Series 2026 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2026 Bonds.

(d) The 2026 Project will specially benefit all of the developable lands within the District, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the 2026 Project financed with the Series 2026 Bonds to the specially benefitted properties within the District as set forth in Resolution 2022-31 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2026 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2026 BONDS. As provided in Resolution 2022-31, this Resolution is intended to set forth the terms of the Series 2026 Bonds and the final amount of the lien of the Series 2026 Assessments securing those bonds. The Series 2026 Bonds, in an aggregate par amount of \$4,650,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2026 Bonds shall be as set forth in **Exhibit D**. The debt service

due on the Series 2026 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2026 Assessments securing the Series 2026 Bonds, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2026 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2026 ASSESSMENTS SECURING THE SERIES 2026 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2026 Assessments securing the Series 2026 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2026 Bonds. The estimated costs of collection of the Series 2026 Assessments for the Series 2026 Bonds are as set forth in the Supplemental Assessment Report.

(b) To the extent that land is added to the District and made subject to the lien of the Series 2026 Assessments described in the Supplemental Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the 2026 Project and reallocate the Series 2026 Assessments securing the Series 2026 Bonds in order to impose Series 2026 Assessments on the newly added and benefitted property.

(c) Taking into account earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated May 1, 2024, and Second Supplemental Trust Indenture, dated July 1, 2026, the District shall for Fiscal Year 2026/2027, begin annual collection of Series 2026 Assessments for the Series 2026 Bonds debt service payments using the methods available to it by law. Excluding capitalized interest period, beginning with the first debt service payment on November 1, 2026, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2026 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by Polk County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2026 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2026 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2026 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of Resolution 2022-31 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2026 Assessments as reflected herein shall be recorded by the Secretary

of the Board of the District in the District's Improvement Lien Book. The Series 2026 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2026 Assessments securing the Series 2026 Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement Resolution 2022-31, which remains in full force and effect. This Resolution and Resolution 2022-31 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and ADOPTED, this 16th day of July 2026.

ATTEST:

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Engineer's Report
Exhibit B: Supplemental Assessment Report
Exhibit C: Maturities and Coupon of Series 2026 Bonds
Exhibit D: Sources and Uses of Funds for Series 2026 Bonds
Exhibit E: Annual Debt Service Payment Due on Series 2026 Bonds

[Signature Page Resolution 2026-04, Supplemental Assessment Resolution]

EXHIBIT A

Engineer's Report

EXHIBIT B

Supplemental Assessment Report

EXHIBIT C

Maturities and Coupon of Series 2026 Bonds

EXHIBIT D

Sources and Uses of Funds for Series 2026 Bonds

EXHIBIT E

Annual Debt Service Payment Due on Series 2026 Bonds

SECTION C

This instrument prepared by
and return to:

Ryan J, Dugan
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SERIES 2026 ASSESSMENTS
(2026 PROJECT AREA)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Hartford Terrace Community Development District (the “**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Nos. 2022-25, 2022-26, 2022-31, and 2026-04 (collectively, the “**Assessment Resolutions**”), providing for, levying and setting forth the terms of non-ad valorem special assessments constituting a governmental lien on certain real property within the boundaries of the District that are specially benefitted by the improvements of the Capital Improvement Program as defined and described in the District’s adopted *Engineer’s Report for* dated July 5, 2022, as supplemented by the *First Supplemental Engineer’s Report* dated March 21, 2024 (together, the “**Engineer’s Report**”).

To finance the costs of the Capital Improvement Program, the District issued Hartford Terrace Community Development District Special Assessment Bonds, Series 2026 (2026 Project Area), which are secured by the non-ad valorem assessments levied by the Assessment Resolutions (the “**Series 2026 Assessments**”), as described in the *Master Assessment Methodology for Hartford Terrace Community Development District*, dated July 21, 2022, and the *Second Supplemental Assessment Methodology for the 2026 Project Area for Hartford Terrace Community Development District*, dated July 7, 2026 (together, the “**2026 Assessment Report**”). The legal description of the lands on which said Series 2026 Assessments are imposed

is attached to this Notice as **Exhibit A**. Copies of the Engineer's Report, the Assessment Resolutions, and the 2026 Assessment Report may be obtained by contacting the District at:

Hartford Terrace Community Development District
c/o Governmental Management Services
219 E. Livingston Street
Orlando, Florida 32801
Ph.: (407) 841-5524

The Series 2026 Assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the Series 2026 Assessments constitute and will at all relevant times in the future constitute, legal, valid and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the 16th day of July 2026,
and recorded in the Official Records of Polk County, Florida.

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

George Flint, District Manager and Secretary

Witness

Print Name: _____
Address: _____

Witness

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16th day of July 2026, by George Flint as District Manager and Secretary for the Hartford Terrace Community Development District.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

EXHIBIT A

LEGAL DESCRIPTION:

Tracts 18 through 22 and 28 through 30 and a portion of Tracts 17, 31 and 32 in the Southwest 1/4 of Section 32, Township 26 South, Range 27 East, AND Tracts 3 through 14 and a portion of Tract 2 in the Northwest 1/4 of Section 5, Township 27 South, Range 27 East AND that portion of 30 foot platted Right of Way therein, all lying in FLORIDA DEVELOPMENT CO. TRACT, as recorded in Plat Book 3, Page 60 of the Public Records of Polk County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of Tract 22 in the Southwest 1/4 of Section 32, Township 26 South, Range 27 East, FLORIDA DEVELOPMENT CO. TRACT, as recorded in Plat Book 3, Page 60 of the Public Records of Polk County, Florida; thence run S00°15'07"E, a distance of 648.97 feet to the Southeast corner of said Tract 22; thence run S89°58'55"W, a distance of 330.45 feet to the Northeast corner of Tract 28; thence run S00°14'51"E, a distance of 678.69 feet to the Northwest corner of Tract 6 in the Northwest 1/4 of Section 5, Township 27 South, Range 27 East; thence run S89°58'09"E, a distance of 976.56 feet to the Northeast corner of Tract 8; thence run S00°30'40"E, a distance of 1,265.97 feet to a point on the North Right of Way line of Forest Lake Drive; thence along said North Right of Way line the following twelve (12) courses: run S61°35'18"W, a distance of 14.01 feet; thence run S80°17'32"W, a distance of 15.71 feet; thence run S87°57'23"W, a distance of 22.67 feet; thence run S89°43'27"W, a distance of 61.85 feet; thence run S89°55'41"W, a distance of 176.93 feet; thence run N89°45'43"W, a distance of 246.61 feet; thence run N89°24'47"W, a distance of 277.06 feet; thence run S89°55'59"W, a distance of 276.37 feet; thence run N89°19'06"W, a distance of 260.77 feet; thence run N89°23'15"W, a distance of 289.47 feet; thence run N89°20'10"W, a distance of 189.39 feet; thence run N89°04'05"W, a distance of 139.77 feet; thence leaving said North Right of Way line run N00°29'05"W, a distance of 624.32 feet to the Northwest corner of Tract 14; thence run N89°58'23"W, a distance of 117.00 feet; thence run N00°10'08"W, a distance of 1,262.66 feet; thence run S89°49'52"W, a distance of 398.33 feet to a point on the East Right of Way line of State Road 25 (U.S. Highway 27); thence along said East Right of Way line the following three (3) courses: run N00°22'01"W, a distance of 418.77 feet; thence run S89°37'59"W, a distance of 15.00 feet; thence run N00°22'01"W, a distance of 283.96 feet; thence run N89°55'58"E, a distance of 1,849.24 feet to the POINT OF BEGINNING.

Containing 104.25 acres, more or less.

6

4

4885-6670-9929 I

SECTION D

**HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2026
(2026 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 Second Supplemental Trust Indenture dated as of July 1, 2026 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: ____
- (B) Identify Acquisition Agreement, if applicable; Agreement by and between the District and Pulte Home Company, LLC, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property dated August 17, 2023 (“**Acquisition Agreement**”).
- (C) Name of Payee: Pulte Home Company, LLC.
- (D) Amount Payable: The lesser of \$5,369,653.92,¹ which is the total eligible cost of the Improvements (as defined herein), or \$4,129,738.72, which is the current balance of the Construction Account (as defined herein).
- (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): Acquisition of completed stormwater, wastewater, potable water, reclaimed water and master offsite roadway infrastructure improvements in and for the District (the “**Improvements**”) pursuant to the Acquisition Agreement in the amounts identified below:

[Continued to next page]

¹ The total costs of the Improvements are \$5,369,653.92. Any amounts still owed after payment of this requisition may be paid with proceeds from additional monies released into the Construction Account at a future date and without further authorization from the District’s Board of Supervisors, or from a future series of bonds.

ACQUISITION	AMOUNT
Acquisition of phase 2 stormwater, wastewater, potable water, reclaimed water infrastructure improvements (supporting documents attached hereto)	\$2,796,109.50
Acquisition of master offsite Forest Lake Drive roadway infrastructure improvements (supporting documents attached hereto)	\$1,435,046.49
Acquisition of master offsite U.S. 27 Roadway infrastructure improvements (supporting documents attached hereto)	\$1,138,497.93
TOTAL	\$5,369,653.92

(F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund (“Construction Account”).

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 Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2026 Project; and
4. each disbursement represents a Cost of 2026 Project which has not previously been paid.

[Signature page follows]

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: July 23, 2026

**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 2026 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 2026 Project with respect to which such disbursement is being made; and, further certifies that: (B) to the best of Consulting Engineer's knowledge and belief, the plans and specifications for the 2026 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained (notwithstanding the foregoing, the Consulting Engineer makes no guarantee or warranty that approvals and/or permits will be obtained); (C) to the best of Consulting Engineer's knowledge and belief, all currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the 2026 Project for which disbursement is made have been obtained from all applicable regulatory bodies (notwithstanding the foregoing, the Consulting Engineer makes no guarantee or warranty that approvals and/or permits will be obtained); and (D) 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 2026 Project for which disbursement is made hereby, if an acquisition is being made pursuant to the Acquisition Agreement.

Consulting Engineer

October 31st, 2024

Board of Supervisors
Hartford Terrace Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

RE: Acquisition of Certain Sewer & Offsite Improvements

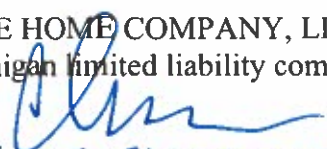
Dear Sir or Madam,

We are writing to request that the Hartford Terrace Community Development District (“**District**”) acquire from Pulte Home Company, LLC (“**Developer**”) the public infrastructure improvements set forth in **Exhibit A**, which is attached hereto. Developer created the improvements consistent with the District’s *Engineer’s Report*, dated July 5, 2022, as supplemented by the *First Supplemental Engineer’s Report*, dated March 21, 2024, prepared by the District Engineer and the improvements are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements to the District pursuant to the terms of the Acquisition Agreement between the District and the Developer in exchange for the payment of \$4,258,112.39, representing the Costs Paid of creating and/or constructing such improvements. Please have the funds made payable to the Developer from the proceeds of a future issuance of bonds, once available.

Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractor(s) (balance to finish and retainage), including the approximate amounts shown in Exhibit A. The amounts identified as balance to finish and retainage do not affect completion of the improvements. Developer acknowledges that any balance to finish or retainage related to the improvements shall be requisitioned by the District only upon notice from the District Engineer that the balance or retainage has been released to the contractor(s) or Developer shall be fully responsible for payment of same. Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the improvements.

Sincerely,

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: 

Its: VICE PRESIDENT - LAND DEVELOPMENT

ACKNOWLEDGED AND AGREED TO BY:


Chairperson
Hartford Terrace Community Development District

EXHIBIT "A"

Description of Improvements to be Acquired:

The following constitute the Improvements as constructed in and for the Hartford Terrace Community Development District's capital improvement plan as described in the District's *Engineer's Report*, dated July 5, 2022, as supplemented by the *First Supplemental Engineer's Report*, dated March 21, 2024, all located on portions of the real property as shown on the plat known as Hartford Terrace Phase 1, recorded in Plat Book 202, Page(s) 44-48 et seq. of the Official Records of Polk, County, Florida ("Plat")

- a) All publicly owned wastewater facilities to the point of delivery or connection, including but not limited to lift stations, manholes, mains, lines, pipes, and attendant fittings, related trenching, improvements and appurtenances constructed in connection therewith, and general conditions and earthwork associated therewith, in and/or for the development of Hartford Terrace, all located on portion of the real property a shown on the Plat ("Sewer"); and
- b) Those portions of offsite roadway improvements located on or adjacent to the real property identified as Forest Lake Drive and between Tract P-2 and the southeast corner of Tract RW-1 on the Plat, including paving, curb and gutter, sidewalks, drainage structures, electric conduits, inlets, manholes, landscaping, irrigation, hardscaping, and other attendant improvements and appurtenances, and general conditions and earthwork associated therewith, constructed in connection with the development ("Offsite Roadways Forest Lake Drive").

Improvement	Costs Paid	Balance to Finish	Retainage	Total Cost
Sewer*	\$1,945,492.88	\$0.00	\$12,240.99	\$1,957,733.87
Offsite Roadways Forest Lake Drive	\$1,435,046.49	\$0.00	\$20,939.03	\$1,455,985.52
Earthwork**	\$877,573.02	\$0.00	\$0.00	\$0.00
TOTAL ACQUISITION COST	\$4,258,112.39	\$0.00	\$33,180.02	\$4,291,292.41

* Includes offsite force main improvements

** This amount relates to general conditions and earthwork documented in Pay Application No. 50, which are associated with Phases 2 and 3.

February 5th, 2025

Board of Supervisors
Hartford Terrace Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

RE: Acquisition of Certain Phase 2 Improvements

Dear Sir or Madam,

We are writing to request that the Hartford Terrace Community Development District (“**District**”) acquire from Pulte Home Company, LLC (“**Developer**”) the public infrastructure improvements set forth in **Exhibit A**, which is attached hereto. Developer created the improvements consistent with the District’s *Engineer’s Report*, dated July 5, 2022, as supplemented by the *First Supplemental Engineer’s Report*, dated March 21, 2024, prepared by the District Engineer and the improvements are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements to the District pursuant to the terms of the Acquisition Agreement between the District and the Developer in exchange for the payment of the Costs Paid reflected in Exhibit A which represents the actual cost of constructing and/or creating the Improvements and which Developer has paid to date. Please have funds made payable to the Developer from the proceeds of a future issuance of bonds, once available.

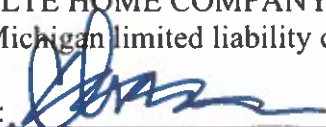
Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractor(s) (balance to finish and retainage), including the approximate amounts shown in Exhibit A. The amounts identified as balance to finish and retainage do not affect completion of the improvements. Developer acknowledges that any balance to finish or retainage related to the improvements shall be requisitioned by the District only upon notice from the District Engineer that the balance or retainage has been released to the contractor(s) or Developer shall be fully responsible for payment of same. Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the improvements.

[continued to next page]

Please have the funds in the amount of the Net Costs Paid made payable to the Developer from bond proceeds of an issuance of bonds, once available.

Sincerely,

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: 

Its: 

ACKNOWLEDGED AND AGREED TO BY:

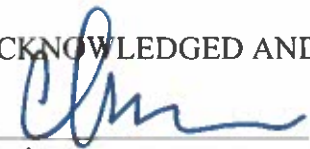

Chairperson
Hartford Terrace Community Development District

Exhibit A: Description of Improvements

EXHIBIT A

Description of Improvements to be Acquired:

The following constitute the Improvements as constructed in and for the Hartford Terrace Community Development District's capital improvement plan as described in the District's Engineer's Report dated July 5, 2022, as supplemented by the *First Supplemental Engineer's Report for* dated March 21, 2024, all located on portions of the real property as shown on the plat known as Hartford Terrace Phase 2A, recorded in Plat Book 207, Pages 1-3 et seq. of the Official Records of Polk, County, Florida ("**2A Plat**") and portions of the real property as shown on the preliminary plat prepared by Johnston's Surveying known as Hartford Terrace Phase 2B, to be recorded in the Official Records of Polk County, Florida, a copy of which is available upon request from the District Manager ("**2B Plat**" and collectively with the 2A Plat, the "**Plat**");

- a) All publicly owned wastewater facilities to the point of delivery or connection, including but not limited to lift stations, manholes, mains, lines, pipes, and attendant fittings, related trenching, improvements and appurtenances constructed in connection therewith, and general conditions and earthwork associated therewith less any amounts previously acquired, in and/or for the development of Hartford Terrace, all located on portions of the real property as shown on the Plat ("**Sewer**"); and
- b) All publicly owned potable water facilities to the point of delivery or connection, including but not limited to mains, lines, pipes, and attendant fittings, related trenching, improvements and appurtenances constructed in connection therewith, and general conditions and earthwork associated therewith less any amounts previously acquired in and/or for the development of Hartford Terrace, all located on portions of the real property as shown on the Plat ("**Potable Water**"); and
- c) All publicly owned reclaimed water facilities to the point of delivery or connection, including but not limited to mains, lines, pipes, and attendant fittings, related trenching, improvements and appurtenances constructed in connection therewith, and general conditions and earthwork associated therewith less any amounts previously acquired, in and/or for the development of Hartford Terrace, all located on portions of the real property as shown on the Plat ("**Reclaimed Water**"); and
- d) All stormwater management systems, including but not limited to lakes, ponds, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets) providing drainage for streets and rights-of-way, and related system components general conditions and earthwork associated therewith less any amounts previously acquired ("**Stormwater System**"); and
- e) To the extent not included within Stormwater System, all onsite roadway and associated improvements, including paving, curb and gutter, sidewalks, drainage structures, electric conduits, inlets, manholes, landscaping, irrigation, hardscaping, and other attendant improvements and appurtenances constructed in connection therewith, and general

conditions and earthwork associated therewith less any amounts previously acquired (“Onsite Roadways”).

Improvement	Total Value	Balance to Finish	Retainage	Costs Paid
Sewer	\$484,397.88	\$0.00	\$48,439.80	\$435,958.08
Potable Water	495,612.16	8,705.35	48,690.70	438,216.11
Reclaimed Water	440,064.67	0.00	44,006.49	396,058.18
Stormwater System	659,348.79	0.00	65,934.90	593,413.89
Onsite Roadways	1,092,597.14	56,526.83	103,607.07	932,463.24
TOTAL	\$3,172,020.64	\$65,232.18	\$310,678.96	\$2,796,109.50

SEPT. 2, 2025

Board of Supervisors
Hartford Terrace Community Development District
c/o Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

RE: Acquisition of Certain Offsite Improvements

Dear Sir or Madam,

We are writing to request that the Hartford Terrace Community Development District (“**District**”) acquire from Pulte Home Company, LLC (“**Developer**”) the public infrastructure improvements set forth in **Exhibit A**, which is attached hereto. Developer created the improvements consistent with the District’s *Engineer’s Report*, dated July 5, 2022, as supplemented by the *First Supplemental Engineer’s Report*, dated March 21, 2024, prepared by the District Engineer and the improvements are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements to the District pursuant to the terms of the Acquisition Agreement between the District and the Developer in exchange for the payment of the Costs Paid reflected in Exhibit A which represents the actual cost of constructing and/or creating the Improvements and which Developer has paid to date. Please have funds made payable to the Developer from the proceeds of a future issuance of bonds, once available.

Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractor(s) (balance to finish and retainage), including the approximate amounts shown in Exhibit A. The amounts identified as balance to finish and retainage do not affect completion of the improvements. Developer acknowledges that any balance to finish or retainage related to the improvements shall be requisitioned by the District only upon notice from the District Engineer that the balance or retainage has been released to the contractor(s) or Developer shall be fully responsible for payment of same. Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the improvements.

[continued to next page]

Please have the funds in the amount of the Costs Paid made payable to the Developer from bond proceeds of an issuance of bonds, once available.

Sincerely,

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: MP
Its: DIRECTOR LAND DEVELOPMENT

ACKNOWLEDGED AND AGREED TO BY:

ERIC BAKER

Chairperson

Hartford Terrace Community Development District

Exhibit A: Description of Improvements

EXHIBIT A

Description of Improvements to be Acquired:

Those portions offsite roadway improvements located on or adjacent to the public right of way identified as State Road 25 (U.S. 27) constructed in and for the Hartford Terrace Community Development District's capital improvement plan as described in the District's Engineer's Report dated July 5, 2022, generally consisting of turn lanes into the development within the District boundaries, including but not limited to paving, curb and gutter, sidewalks, drainage structures, inlets, manholes, landscaping, and other attendant improvements and appurtenances, and general conditions and earthwork associated therewith ("Offsite Roadways U.S. 27"). See attached general depiction map.

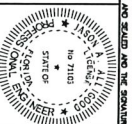
Improvement	Costs Paid	Balance to Finish	Retainage	Total Cost
Offsite Roadways U.S. 27	\$1,268,857.84	\$3,860	\$126,499.91	\$1,138,497.93

NO.	REVISIONS	DATE	BY
1	PER FDOT COMMENTS	02/20/24	JAA
2	PER FDOT COMMENTS	05/20/24	JAA
3	PER FDOT COMMENTS	11/02/24	JAA
4	PER FDOT COMMENTS	02/20/25	JAA

Kimley-Horn
 5304 WENTZ-VAUGHN AND ASSOCIATES, INC.
 109 SOUTH KENTUCKY AVENUE
 KENTUCKY, TN 38201
 PHONE: 855-701-8702
 WWW.KHMEV-HORN.COM CA 00000586

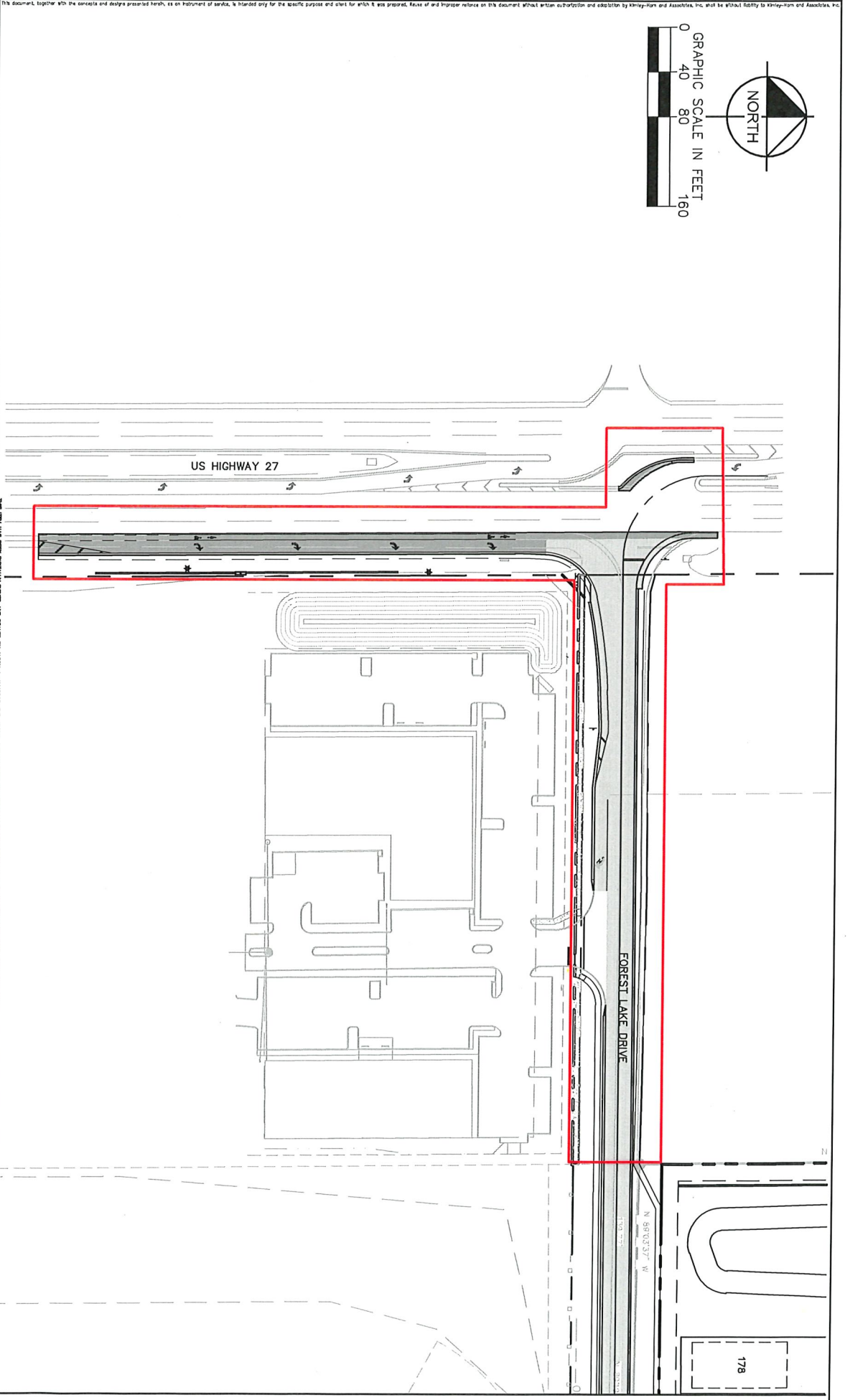
RHA PROJECT
 046489003
 SCALE AS SHOWN
 DESIGNED BY: MJS
 DRAWN BY: JAA

HARTFORD TERRACE
FDOT ACCESS IMPROVEMENTS
 FL



FOREST LAKE DRIVE TURN LANE
CDD EXHIBIT

SHEET NUMBER
EXH1



SECTION E

This instrument was prepared by:

Ryan J. Dugan, Esq.
Kutak Rock LLP
107 West College Ave
Tallahassee, Florida 32301

AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCE¹

The Hartford Terrace Community Development District (“**District**”) is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent local unit of special purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 2022-45, which was enacted by the Board of County Commissioners of Polk County, Florida, and which became effective on June 22, 2022. The District currently encompasses approximately 104.25 acres of land located within Polk County, Florida, partially within the City of Haines City, Florida and partially within the City of Davenport. The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (“**Board**”), the members of which are initially elected by landowners within the District and must be at least eighteen (18) years of age, a resident of the State and a citizen of the United States. Upon the later of six (6) years after the District’s establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by

¹ This *Amended and Restated Disclosure of Public Finance* amends and restates that certain *Disclosure of Public Finance*, recorded in the Official Records of Polk County, Florida at Book 13235, Page 0263.

the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

For more information about the District, please visit: <http://hartfordterracecdd.com>. Alternatively, please contact the District's Manager, c/o 219 East Livingston Street, Orlando, Florida 32801, telephone (407) 841-5524 ("**District Office**").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct onsite and offsite roadway improvements, potable water, sanitary sewer, reclaimed water, and stormwater management system, landscape, hardscape and irrigation improvements, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On October 21, 2022, the Circuit Court of the Tenth Judicial Circuit of Florida, in and for Polk County, entered a Final Judgment validating the District's ability to issue not to exceed \$29,400,000 in Special Assessment Bonds for infrastructure needs of the District.

Bonds & Assessments

On May 29, 2024, the District issued its \$4,675,000 Special Assessment Bonds, Series 2024 (2024 Project Area) ("**2024 Bonds**") to finance a portion of its capital improvement plan known as the "2024 Project" ("**2024 Project**"). The 2024 Project includes, among other things, onsite and offsite roadway improvements, potable water, reclaimed water, and stormwater management system, described in more detail in the *Engineer's Report* dated July 5, 2022, as supplemented by the *First Supplemental Engineer's Report for the Hartford Terrace Community Development District* dated March 21, 2024 (together, "**Engineer's Report**").

The 2024 Bonds are secured by special assessments ("**Series 2024 Assessments**") levied and imposed on benefitted lands within the District. The Assessments are further described in the *Master Assessment Methodology for Hartford Terrace Community Development District*, dated July 21, 2022, and the *First Supplemental Assessment Methodology for the 2024 Project Area for Hartford Terrace Community Development District*, dated May 14, 2024 (together, "**Series 2024 Assessment Report**").

On July 23, 2026, the District issued its \$4,650,000 Special Assessment Bonds, Series 2026 (2026 Project Area) ("**2026 Bonds**") to finance a portion of its capital improvement plan known as the "2026 Project" ("**2026 Project**"). The 2026 Project includes, among other things, onsite and offsite roadway improvements, potable water, reclaimed water, and stormwater management system, described in more detail in the *Engineer's Report*.

The 2026 Bonds are secured by special assessments ("**Series 2026 Assessments**") levied and imposed on benefitted lands within the District. The Assessments are further described in the *Master Assessment Methodology for Hartford Terrace Community Development District*, dated July 21, 2022, and the *Second Supplemental Assessment Methodology for the 2026 Project Area for Hartford Terrace*

Community Development District, dated July 7, 2026 (together, “**Series 2026 Assessment Report**”, and together with the Series 2024 Assessment Report, “**Assessment Reports**”).

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. For further information, please contact the District’s Manager at 219 East Livingston Street, Orlando, Florida 32801, telephone (407) 841-5524.

Operation and Maintenance Assessments

In addition to the Series 2024 Assessments and the Series 2026 Assessments, the District also imposes on an annual basis operations and maintenance assessments (“**O&M Assessments**”), which are determined and calculated annually by the Board in order to fund the District’s annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District’s budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled “non-ad valorem assessments,” which would then be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

For more information, please visit: <http://hartfordterracecdd.com>. Additionally, a detailed description of all of the District’s assessments, fees and charges, as well as copies of the Engineer’s Report, Assessment Reports, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o 219 East Livingston Street, Orlando, Florida 32801, telephone (407) 841-5524. Please note that changes to the District’s capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the foregoing Amended and Restated Disclosure of Public Finance has been executed to be effective as of the ____ day of _____ 2026.

WITNESS

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____
Address: 219 East Livingston Street
Orlando, Florida 32801

By: _____
Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2026, by _____, as _____ of Hartford Terrace Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A: Legal Description

EXHIBIT A

Legal Description

Tracts 18 through 22 and 28 through 30 and a portion of Tracts 17, 31 and 32 in the Southwest 1/4 of Section 32, Township 26 South, Range 27 East, AND Tracts 3 through 14 and a portion of Tract 2 in the Northwest 1/4 of Section 5, Township 27 South, Range 27 East AND that portion of 30 foot platted Right of Way therein, all lying in FLORIDA DEVELOPMENT CO. TRACT, as recorded in Plat Book 3, Page 60 of the Public Records of Polk County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of Tract 22 in the Southwest 1/4 of Section 32, Township 26 South, Range 27 East, FLORIDA DEVELOPMENT CO. TRACT, as recorded in Plat Book 3, Page 60 of the Public Records of Polk County, Florida; thence run S00°15'07"E, a distance of 648.97 feet to the Southeast corner of said Tract 22; thence run S89°58'55"W, a distance of 330.45 feet to the Northeast corner of Tract 28; thence run S00°14'51"E, a distance of 678.69 feet to the Northwest corner of Tract 6 in the Northwest 1/4 of Section 5, Township 27 South, Range 27 East; thence run S89°58'09"E, a distance of 976.56 feet to the Northeast corner of Tract 8; thence run S00°30'40"E, a distance of 1,265.97 feet to a point on the North Right of Way line of Forest Lake Drive; thence along said North Right of Way line the following twelve (12) courses: run S61°35'18"W, a distance of 14.01 feet; thence run S80°17'32"W, a distance of 15.71 feet; thence run S87°57'23"W, a distance of 22.67 feet; thence run S89°43'27"W, a distance of 61.85 feet; thence run S89°55'41"W, a distance of 176.93 feet; thence run N89°45'43"W, a distance of 246.61 feet; thence run N89°24'47"W, a distance of 277.06 feet; thence run S89°55'59"W, a distance of 276.37 feet; thence run N89°19'06"W, a distance of 260.77 feet; thence run N89°23'15"W, a distance of 289.47 feet; thence run N89°20'10"W, a distance of 189.39 feet; thence run N89°04'05"W, a distance of 139.77 feet; thence leaving said North Right of Way line run N00°29'05"W, a distance of 624.32 feet to the Northwest corner of Tract 14; thence run N89°58'23"W, a distance of 117.00 feet; thence run N00°10'08"W, a distance of 1,262.66 feet; thence run S89°49'52"W, a distance of 398.33 feet to a point on the East Right of Way line of State Road 25 (U.S. Highway 27); thence along said East Right of Way line the following three (3) courses: run N00°22'01"W, a distance of 418.77 feet; thence run S89°37'59"W, a distance of 15.00 feet; thence run N00°22'01"W, a distance of 283.96 feet; thence run N89°55'58"E, a distance of 1,849.24 feet to the POINT OF BEGINNING.

Containing 104.25 acres, more or less.

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2026-05
[FY 2027 APPROPRIATION RESOLUTION]

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

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

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

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

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

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

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

SECTION 1. BUDGET

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

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

SECTION 2. APPROPRIATIONS

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

SECTION 3. BUDGET AMENDMENTS

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

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

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

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

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 16TH DAY OF JULY 2026.

ATTEST:

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

*This item will be provided under
separate cover*

SECTION 2

RESOLUTION 2026-06
[FY 2027 ASSESSMENT RESOLUTION]

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

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

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

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

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

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

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

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

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

- b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2027 installment of the District’s previously levied debt service special assessments (“**Debt Assessments,**” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
 4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
 - a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
 - b. **Direct Bill Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A** and **Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments).* O&M Assessments directly collected by the District shall be due and payable in full on December 1, 2026; provided, however, that, to the extent permitted by law, the O&M Assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2026, 25% due no later than February 1, 2027 and 25% due no later than May 1, 2027.

- ii. *Due Date (Debt Assessments).* Debt Assessments directly collected by the District shall be due and payable in full on December 1, 2024; provided, however, that, to the extent permitted by law, the Debt Assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
- iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

- c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **APPROVAL OF PRIOR ACTIONS.** The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Assessments and Assessment Roll as provided herein are hereby ratified, approved, and confirmed in all respects.

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

PASSED AND ADOPTED THIS 16TH DAY OF JULY 2026.

ATTEST:

HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Exhibit B: Assessment Roll

SECTION B

SECTION 1

RESOLUTION 2026-___

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

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

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

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

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

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

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

SECTION 3. This resolution shall become effective upon its passage and shall supersede any rules of procedure previously adopted by the District and remain in effect unless rescinded or repealed.

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

ATTEST:

**HARTFORD TERRACE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

**RULES OF PROCEDURE
HARTFORD TERRACE
COMMUNITY DEVELOPMENT DISTRICT
RULE CHAPTER 1**

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

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

(16) Review of Adopted Rules.

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(2) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

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

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

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

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

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

Rule 4.0 Effective Date.

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

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

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

SECTION VII

SECTION A

Hartford Terrace Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

Hartford Terrace Community Development District

District Manager:_____

Date:_____

Print Name:_____

Hartford Terrace Community Development District

SECTION B

Hartford Terrace Community Development District

Performance Measures/Standards & Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Hartford Terrace Community Development District

District Manager: _____

Date: _____

Print Name: _____

Hartford Terrace Community Development District

SECTION VIII

SECTION C

SECTION 1

Hartford Terrace Community Development District

Summary of Check Register

April 3, 2026 to May 7, 2026

Fund	Date	Check No.'s	Amount
General Fund			
	4/16/26	130-130	\$ 5,488.64
	4/23/26	131-131	\$ 9,762.52
	4/29/26	132-132	\$ 736.74
	5/7/26	133-133	\$ 322.93
			\$ 16,310.83
General Fund - Autopay			
	4/13/26	80007	\$ 2,188.09
			\$ 2,188.09
Total Amount			
			\$ 18,498.92

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
4/16/26	00004	4/01/26 69	202604 320-53800-34000	FIELD MANAGEMENT APR 26	*	1,250.00	
		4/01/26 70	202604 310-51300-34000	MANAGEMENT FEES APR 26	*	3,541.67	
		4/01/26 70	202604 310-51300-35200	WEBSITE ADMIN APR 26	*	105.00	
		4/01/26 70	202604 310-51300-35100	INFORMATION TECH APR 26	*	157.50	
		4/01/26 70	202604 310-51300-31300	DISSEMINATION SVC APR 26	*	429.17	
		4/01/26 70	202604 310-51300-51000	OFFICE SUPPLIES	*	.06	
		4/01/26 70	202604 310-51300-42000	POSTAGE	*	1.49	
		4/01/26 70	202604 310-51300-42500	COPIES	*	3.75	
GOVERNMENTAL MANAGEMENT SERVICES-CF							5,488.64 000130
4/23/26	00012	4/21/26 04212026	202604 300-20700-10000	TSFR OF TAX RCPT SER2024	*	9,762.52	
HARTFORD TERRACE CDD / US BANK							9,762.52 000131
4/29/26	00003	4/27/26 3732104	202603 310-51300-31500	GENERAL COUNSEL MAR 26	*	736.74	
KUTAK ROCK LLP							736.74 000132
5/07/26	00020	4/30/26 00076898	202604 310-51300-48000	NOT MEETING DATES 4/7/26	*	322.93	
USA TODAY MEDIA CORP							322.93 000133
TOTAL FOR BANK A						16,310.83	

HART HARTFORD TERRA ZYAN

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
4/13/26	00018	4/10/26 5242-03. 202603 320-53800-43100 16 W BAY ST MAR 26		DUKE ENERGY	*	2,188.09	
-----							2,188.09 080007
TOTAL FOR BANK Z						2,188.09	
TOTAL FOR REGISTER						18,498.92	

HART HARTFORD TERRA ZYAN

the 1990s, the number of people in the world who are under 15 years of age has increased by 1.2 billion (United Nations 1999).

There is a growing awareness of the need to address the needs of children in the 21st century. The United Nations Convention on the Rights of the Child (1989) has been signed by 112 countries, and the United Nations Millennium Declaration (2000) has set out a commitment to 'ensure that all children, everywhere, have access to primary education' (United Nations 2000, p. 10). The United Nations Secretary-General Kofi Annan has said that 'the world's children are the future of the world' (United Nations 1999, p. 1).

In the United Kingdom, the Department of Education has set out a commitment to 'ensure that all children, everywhere, have access to primary education' (Department of Education 2000, p. 1).

The Department of Education has also set out a commitment to 'ensure that all children, everywhere, have access to primary education' (Department of Education 2000, p. 1).

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Hartford Terrace Community Development District

Summary of Check Register

May 8, 2026 to July 1, 2026

Fund	Date	Check No.'s	Amount
General Fund	5/14/26	134-134	\$ 5,628.21
	5/19/26	135-135	\$ 2,287.90
	6/18/26	136-139	\$ 7,780.34
	6/23/26	140-140	\$ 3,297.00
			\$ 18,993.45
General Fund - Autopay	5/18/26	80008-80008	\$ 2,188.09
	6/15/26	80009-80009	\$ 2,179.75
			\$ 4,367.84
Total Amount			\$ 23,361.29

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
5/14/26	00004	5/01/26	71	202605 320-53800-34000				*	1,250.00		
			FIELD MANAGEMENT MAY 26								
		5/01/26	72	202605 310-51300-34000				*	3,541.67		
			MANAGEMENT FEES MAY 26								
		5/01/26	72	202605 310-51300-35200				*	105.00		
			WEBSITE ADMIN MAY 26								
		5/01/26	72	202605 310-51300-35100				*	157.50		
			INFORMATION TECH MAY 26								
		5/01/26	72	202605 310-51300-31300				*	429.17		
			DISSEMINATION SVC MAY 26								
		5/01/26	72	202605 310-51300-51000				*	.15		
			OFFICE SUPPLIES								
		5/01/26	72	202605 310-51300-42000				*	36.62		
			POSTAGE								
		5/01/26	72	202605 310-51300-42500				*	8.10		
			COPIES								
		5/01/26	72	202605 310-51300-49000				*	100.00		
			MEETING ROOM 4/25/26								
							GOVERNMENTAL MANAGEMENT SERVICES-CF			5,628.21	000134
5/19/26	00003	5/14/26	3745720	202604 310-51300-31500				*	2,287.90		
			GENERAL COUNSEL APR 26								
							KUTAK ROCK LLP			2,287.90	000135
6/18/26	00015	6/12/26	9078789	202606 310-51300-42000				*	525.44		
			DATA CONVERSION POSTAGE								
							ACTION MAIL SERVICES			525.44	000136
6/18/26	00019	6/17/26	7897-06-	202606 310-51300-31200				*	450.00		
			ARBITRAGE SER2024								
							AMTEC			450.00	000137
6/18/26	00004	6/01/26	73	202606 320-53800-34000				*	1,250.00		
			FIELD MANAGEMENT JUNE 26								
		6/01/26	74	202606 310-51300-34000				*	3,541.67		
			MANAGEMENT FEES JUNE 26								
		6/01/26	74	202606 310-51300-35200				*	105.00		
			WEBSITE ADMIN JUNE 26								
		6/01/26	74	202606 310-51300-35100				*	157.50		
			INFORMATION TECH JUNE 26								
		6/01/26	74	202606 310-51300-31300				*	429.17		
			DISSEMINATION SVC JUNE 26								
		6/01/26	74	202606 310-51300-51000				*	.09		
			OFFICE SUPPLIES								
		6/01/26	74	202606 310-51300-42000				*	73.15		
			POSTAGE								
							GOVERNMENTAL MANAGEMENT SERVICES-CF			5,556.58	000138
							HART HARTFORD TERRA ZYAN				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
6/18/26	00012	6/11/26 06112026	202606 300-20700-10000	TSFR OF TAX RCPT SER2024	*	1,248.32	
				HARTFORD TERRACE CDD / US BANK			1,248.32 000139
6/23/26	00003	4/27/26 3732105	202606 300-20700-10200	032 FR#1	*	3,297.00	
				KUTAK ROCK LLP			3,297.00 000140
TOTAL FOR BANK A						18,993.45	

HART HARTFORD TERRA ZYAN

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
5/18/26	00018	5/11/26 5242-04. 16 W BAY ST APR 26	202604 320-53800-43100	DUKE ENERGY	*	2,188.09	
							2,188.09 080008
6/15/26	00018	6/08/26 5242-05. 16 W BAY ST MAY 26	202605 320-53800-43100	DUKE ENERGY	*	2,179.75	
							2,179.75 080009
						TOTAL FOR BANK Z	4,367.84
						TOTAL FOR REGISTER	23,361.29

HART HARTFORD TERRA ZYAN

SECTION 2

Hartford Terrace
Community Development District

Unaudited Financial Reporting
May 31, 2026



Table of Contents

1	Balance Sheet
2-3	General Fund
4	Debt Service Fund Series 2024
5	Capital Projects Fund
6	Month to Month
7	Long Term Debt Schedule
8	Assessment Receipt Schedule

Hartford Terrace
Community Development District
Combined Balance Sheet
May 31, 2026

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 188,192	\$ -	\$ -	\$ 188,192
<u>Investments:</u>				
<u>Series 2024</u>				
Reserve	\$ -	\$ 160,403	\$ -	\$ 160,403
Revenue	\$ -	\$ 141,736	\$ -	\$ 141,736
Construction	\$ -	\$ -	\$ 10,508	\$ 10,508
Due From General	\$ -	\$ 1,248	\$ -	\$ 1,248
Total Assets	\$ 188,192	\$ 303,388	\$ 10,508	\$ 502,088
Liabilities:				
Accounts Payable	\$ 6,780	\$ -	\$ -	\$ 6,780
Due To Debt Service	\$ 1,248	\$ -	\$ -	\$ 1,248
Total Liabilities	\$ 8,028	\$ -	\$ -	\$ 8,028
Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 303,388	\$ -	\$ 303,388
Capital Projects	\$ -	\$ -	\$ 10,508	\$ 10,508
Unassigned	\$ 180,164	\$ -	\$ -	\$ 180,164
Total Fund Balances	\$ 180,164	\$ 303,388	\$ 10,508	\$ 494,060
Total Liabilities & Fund Balance	\$ 188,192	\$ 303,388	\$ 10,508	\$ 502,088

Hartford Terrace

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending May 31, 2026

	Amended	Prorated Budget	Actual	
	Budget	Thru 05/31/26	Thru 05/31/26	Variance
<u>Revenues:</u>				
Assessments - Tax Roll	\$ 230,145	\$ 230,145	\$ 228,221	\$ (1,924)
Interest	\$ -	\$ -	\$ 1,794	\$ 1,794
Developer Contributions	\$ 54,274	\$ -	\$ -	\$ -
Total Revenues	\$ 284,419	\$ 230,145	\$ 230,016	\$ (129)
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Engineering	\$ 10,000	\$ 6,667	\$ 6,998	\$ (332)
Attorney	\$ 20,000	\$ 13,333	\$ 4,372	\$ 8,961
Annual Audit	\$ 4,600	\$ 4,600	\$ 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	\$ 4,667	\$ 3,433	\$ 1,233
Trustee Fees	\$ 9,000	\$ 2,831	\$ 2,831	\$ -
Management Fees	\$ 42,500	\$ 28,333	\$ 28,333	\$ -
Information Technology	\$ 1,890	\$ 1,260	\$ 1,260	\$ -
Website Maintenance	\$ 1,260	\$ 840	\$ 840	\$ -
Telephone	\$ 300	\$ 200	\$ -	\$ 200
Postage & Delivery	\$ 1,000	\$ 667	\$ 364	\$ 303
Insurance	\$ 6,219	\$ 6,219	\$ 5,732	\$ 487
Printing & Binding	\$ 1,000	\$ 667	\$ 12	\$ 655
Legal Advertising	\$ 10,000	\$ 6,667	\$ 323	\$ 6,344
Other Current Charges	\$ 5,000	\$ 3,333	\$ 402	\$ 2,932
Office Supplies	\$ 625	\$ 417	\$ 1	\$ 416
Travel Per Diem	\$ 660	\$ 440	\$ -	\$ 440
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 129,629	\$ 89,265	\$ 67,626	\$ 21,639

Hartford Terrace

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Amended	Prorated Budget	Actual	
	Budget	Thru 05/31/26	Thru 05/31/26	Variance
<u>Operations & Maintenance</u>				
<u>Field Expenditures</u>				
Property Insurance	\$ 3,500	\$ -	\$ -	\$ -
Field Management	\$ 15,000	\$ 10,000	\$ 10,000	\$ -
Field Contingency	\$ 7,000	\$ 4,667	\$ -	\$ 4,667
Landscape Maintenance	\$ 61,200	\$ 40,800	\$ -	\$ 40,800
Landscape Replacement	\$ 5,000	\$ 3,333	\$ -	\$ 3,333
Streetlights	\$ 23,590	\$ 15,727	\$ 20,308	\$ (4,581)
Electric	\$ 2,000	\$ 1,333	\$ -	\$ 1,333
Water and Sewer	\$ 20,000	\$ 13,333	\$ -	\$ 13,333
Irrigation Repairs	\$ 7,500	\$ 5,000	\$ -	\$ 5,000
General Repairs and Maintenance	\$ 10,000	\$ 6,667	\$ -	\$ 6,667
Total Operations & Maintenance:	\$ 154,790	\$ 100,860	\$ 30,308	\$ 70,552
Total Expenditures	\$ 284,419	\$ 190,125	\$ 97,934	\$ 92,191
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 132,082	
Fund Balance - Beginning	\$ -		\$ 48,083	
Fund Balance - Ending	\$ -		\$ 180,164	

Hartford Terrace
Community Development District
Debt Service Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
Revenues:				
Assessments - Tax Roll	\$ 320,806	\$ 320,806	\$ 318,485	\$ (2,321)
Interest	\$ 7,267	\$ 7,267	\$ 8,037	\$ 770
Total Revenues	\$ 328,073	\$ 328,073	\$ 326,522	\$ (1,551)
Expenditures:				
<u>Series 2024</u>				
Interest - 11/1	\$ 124,853	\$ 124,853	\$ 124,853	\$ -
Principal - 5/1	\$ 70,000	\$ 70,000	\$ 70,000	\$ -
Interest - 5/1	\$ 124,853	\$ 124,853	\$ 124,853	\$ -
Total Expenditures	\$ 319,706	\$ 319,706	\$ 319,706	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 8,366		\$ 6,816	
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (3,909)	\$ (3,909)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ (3,909)	\$ (3,909)
Net Change in Fund Balance	\$ 8,366.44		\$ 2,906	
Fund Balance - Beginning	\$ 138,693		\$ 300,481	
Fund Balance - Ending	\$ 147,059		\$ 303,388	

Hartford Terrace
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
<u>Revenues</u>				
Interest	\$ -	\$ -	\$ 205	\$ 205
Total Revenues	\$ -	\$ -	\$ 205	\$ 205
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 205	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ 3,909	\$ 3,909
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 3,909	\$ 3,909
Net Change in Fund Balance	\$ -		\$ 4,114	
Fund Balance - Beginning			\$ 6,394	
Fund Balance - Ending			\$ 10,508	

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	\$ 4,956	\$ 6	\$ 889	\$ -	\$ -	\$ -	\$ -	228,221
Interest	\$ -	\$ -	\$ 1	\$ 418	\$ 331	\$ 368	\$ 346	\$ 332	\$ -	\$ -	\$ -	\$ -	1,794
Total Revenues	\$ (2,472)	\$ 7,236	\$ 213,728	\$ 2,663	\$ 1,966	\$ 5,323	\$ 351	\$ 1,221	\$ -	\$ -	\$ -	\$ -	230,016
Expenditures:													
General & Administrative:													
Engineering	\$ -	\$ 5,053	\$ 1,945	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,998
Attorney	\$ 256	\$ 240	\$ 216	\$ 188	\$ 448	\$ 737	\$ 2,288	\$ -	\$ -	\$ -	\$ -	\$ -	4,372
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,600
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Disclosure Software	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Dissemination	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ -	\$ -	\$ -	\$ -	3,433
Trustee Fees	\$ 2,831	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,831
Management Fees	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ 3,542	\$ -	\$ -	\$ -	\$ -	28,333
Information Technology	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ 158	\$ -	\$ -	\$ -	\$ -	1,260
Website Maintenance	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ 105	\$ -	\$ -	\$ -	\$ -	840
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 24	\$ 37	\$ 22	\$ 209	\$ 4	\$ 31	\$ 1	\$ 37	\$ -	\$ -	\$ -	\$ -	364
Insurance	\$ 5,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,732
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4	\$ 8	\$ -	\$ -	\$ -	\$ -	12
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 323	\$ -	\$ -	\$ -	\$ -	\$ -	323
Other Current Charges	\$ 23	\$ 37	\$ 45	\$ 41	\$ 39	\$ 39	\$ 39	\$ 139	\$ -	\$ -	\$ -	\$ -	402
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 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	\$ 9,640	\$ 6,888	\$ 4,417	\$ -	\$ -	\$ -	\$ -	67,626
Operations & Maintenance													
Field Expenditures													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	10,000
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ 4,761	\$ 2,380	\$ 2,235	\$ 2,188	\$ 2,188	\$ 2,188	\$ 2,188	\$ 2,180	\$ -	\$ -	\$ -	\$ -	20,308
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Water and Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ 6,011	\$ 3,630	\$ 3,485	\$ 3,438	\$ 3,438	\$ 3,438	\$ 3,438	\$ 3,430	\$ -	\$ -	\$ -	\$ -	30,308
Total Expenditures	\$ 26,785	\$ 13,230	\$ 10,395	\$ 8,110	\$ 8,162	\$ 13,078	\$ 10,327	\$ 7,847	\$ -	\$ -	\$ -	\$ -	97,934
Net Change in Fund Balance	\$ (29,257)	\$ (5,995)	\$ 203,333	\$ (5,447)	\$ (6,196)	\$ (7,755)	\$ (9,975)	\$ (6,626)	\$ -	\$ -	\$ -	\$ -	132,082

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)
LESS: Principal Payment - 05/01/26		(\$70,000)
CURRENT BONDS OUTSTANDING		\$4,540,000

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

							42%	58%	100%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	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
3/13/26	ACH	\$12,113.26	\$0.00	(\$242.27)	\$0.00	\$11,870.99	\$4,955.52	\$6,915.47	\$11,870.99
4/30/26	ACH	\$0.00	\$0.00	\$0.00	\$3.97	\$3.97	\$1.66	\$2.31	\$3.97
4/30/26	ACH	\$0.00	\$0.00	\$0.00	\$9.65	\$9.65	\$4.03	\$5.62	\$9.65
5/13/26	ACH	\$2,172.69	\$0.00	(\$43.45)	\$0.00	\$2,129.24	\$888.85	\$1,240.39	\$2,129.24
Total		\$ 579,691.16	\$ (22,710.38)	\$ (11,258.05)	\$ 983.81	\$ 546,706.54	\$ 228,221.36	\$ 318,485.18	\$ 546,706.54

	99.28%	Net Percent Collected
\$ 3,983.78		Balance Remaining to Collect

SECTION 3



April 17, 2026

Stacie Vanderbilt – Recording Secretary
Hartford Terrace CDD
219 E. Livingston St.
Orlando, FL 32801

RE: Hartford Terrace Community Development District Registered Voters

Dear Ms. Vanderbilt,

In response to your request, there are currently **152** voters within the Hartford Terrace Community Development District as of **April 15, 2026**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Melony M. Bell
Supervisor of Elections
Polk County, Florida

SECTION 4

**BOARD OF SUPERVISORS MEETING DATES
HARTFORD TERRACE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2027**

The Board of Supervisors of the Hartford Terrace Community Development District will hold their regular meetings for Fiscal Year 2027 on the Third Thursday of each month, at the Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, FL 33897, at 2:00 p.m., or as shortly thereafter as reasonably possible, unless otherwise indicated as follows:

**October 15, 2026
November 19, 2026
December 17, 2026
January 21, 2027
February 18, 2027
March 18, 2027
April 15, 2027
May 20, 2027
June 17, 2027
July 15, 2027
August 19, 2027
September 16, 2027**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, at 219 E. Livingston Street, Orlando, FL 32801. Additionally, interested parties may refer to the District's website for the latest information: <https://hartfordterracecdd.com>.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC

SECTION 5

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

May 31, 2026



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

June 17, 2026

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 Rebatale 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 Rebatale 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 Rebatale Arbitrage.

We have scheduled our next Report as of May 31, 2027. 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 May 31, 2026

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition and Construction Fund	3.998802%	474.54	(214.23)
Reserve Fund	4.280670%	13,608.89	(4,749.30)
Capitalized Interest Fund	5.214152%	2,323.13	(166.48)
Cost of Issuance Fund	5.134165%	13.06	0.00
Totals	4.386923%	\$16,419.62	\$(5,130.01)
Bond Yield	5.506146%		
Rebate Computation Credits			(5,188.52)
Net Rebatable Arbitrage			\$(10,318.53)

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 May 31, 2026, 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 May 31, 2026, the District made periodic payments into 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 May 31, 2026.

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 Rebatable Arbitrage, as of May 31, 2026, 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 Rebatable 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
10/27/25		450.00	546.86
11/04/25		-542.25	-658.27
11/07/25		300.00	364.02
11/07/25		120.00	145.61
12/02/25		-493.92	-597.07
01/05/26		-487.31	-586.15
02/03/26		-476.41	-570.63
03/03/26		-430.23	-512.99
04/02/26		-476.31	-565.45
05/04/26		-460.95	-544.58
05/31/26	Bal	10,507.96	12,365.79
05/31/26	Acc	31.20	36.72

05/29/29	TOTALS:	474.54	-214.23

ISSUE DATE:	05/29/24	REBATABLE ARBITRAGE:	-214.23
COMP DATE:	05/29/29	NET INCOME:	474.54
BOND YIELD:	5.506146%	TAX INV YIELD:	3.998802%

\$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
12/02/25		493.92	597.07
01/05/26		487.31	586.15
02/03/26		476.41	570.63
03/03/26		430.23	512.99
04/02/26		476.31	565.45
05/04/26		460.95	544.58
05/31/26	Bal	160,403.13	188,762.72
05/31/26	Acc	476.27	560.48

05/29/29	TOTALS:	13,608.89	-4,749.30

ISSUE DATE:	05/29/24	REBATABLE ARBITRAGE:	-4,749.30
COMP DATE:	05/29/29	NET INCOME:	13,608.89
BOND YIELD:	5.506146%	TAX INV YIELD:	4.280670%

\$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	REBATABLE 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 Credits

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
05/29/26		-2,170.00	-2,554.05

05/29/29	TOTALS:	-4,290.00	-5,188.52

ISSUE DATE: 05/29/24 REBATABLE ARBITRAGE: -5,188.52
COMP DATE: 05/29/29
BOND YIELD: 5.506146%

SECTION D

SECTION 1

Hartford Terrace CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into “elements” to define the elements involved and required in the maintenance of the property.

General Services- Component “A”

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

Irrigated common area turf of all turf types (St Augustine, Zoysia, Bermuda, Irrigated Bahia) shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated bahia and pond areas and banks will be mowed 32 times annually as needed.

St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5” and 4.5”. St Augustine will be cut between 4.5” and 5.5”. Mowing heights will be set at 2”–3” for Zoysia turf. Bermuda turf shall be cut at a height of no more than 2.5”. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall be carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50” mower or larger **discharging clippings away from the water**. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum. Additional pond edge string trimming can be requested as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during every other mowing cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to not disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. **Based on three sections, the contractor will completely detail the entire property once every three weeks at least.** The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 52 times per year to

accomplish the full amount of detail rotations. The size and duration the detail crew is onsite should depend on the extent needed to accomplish the rotation.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet and palms up to 15' is included in the scope of the work. If pruning is required above the height of 12 feet for non palms, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. Palm pruning of palms over 15' is defined in **Component E.3**.

The branching height of trees shall be raised only for the following reasons:

- 1. Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas.**
- 2. Maintain clearance from shrubs in bed areas.**
- 3. Improve visibility in parking lots and around entries. Extra care should be taken when considering sight lines on the road and the vendor should report any identified visibility concerns to CDD management.**
- 4. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to the branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.**
- 5. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.**

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with a supplemental proposal.

As needed, the contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. The contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management, the contractor will provide a Monthly Service Calendar for the upcoming period. **A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly.** A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meetings as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program - Fertilization and Pest Control

Application Maintenance Information

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.

The irrigation system will be fully operational prior to any fertilizer application.

Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, and other relevant factors based on turf types. Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

St. Augustine

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control

- October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: ST AUGUSTINE

Contractor will submit a schedule of materials to be used under this program along with application rates. The annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: BAHIA

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Bermuda - SPORTS Field

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

- January: Liquid or granular Fertilization - Disease & Insect Control
- February: Liquid or granular Fertilization
- March: Core Aeration
- April: Liquid or granular Fertilization Sedge & Broadleaf Weed Control/Disease & Insect Control
- June: Disease & Insect Control as needed.
- July: Liquid or granular Fertilization
- August: Sedge & Broadleaf Weed Control/Disease & Insect Control
- September: Liquid or granular Fertilization
- October: Disease & Insect Control
- December: Liquid or granular Fertilization

Bermuda - Standard

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

- January: Liquid or granular Fertilization - Disease & Insect Control
- March: Spring Granular fertilization with broadleaf weed control, insect and disease control
- May: Slow release with Weed Control
- July: Slow Release (Nitrogen) with insect and weed control
- October: Liquid or Granular and Disease & Insect Control

Application Requirements: BERMUDA

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary.
- July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization - Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash - weeds as necessary, inspect/treat fungal activity.

Application Requirements: ZOYSIA

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

General**Insect/Disease Control - ALL TURF**

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible for managing settings of irrigation timers and should always have the irrigation times adjusted and set appropriately based on turf type and season.

Supplemental insecticide applications will be provided by the contractor when the contractor identifies a need for supplemental programs in order to control pests.

Contractor will provide recommendations for TopChoice applications when needed. They will also keep ant bait treatment on mowers or detail vehicles for spot treatment. Ants should be treated near any walking or amenity areas or common use areas such as parks.

Weed Control - ALL TURF

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, wild Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty - ALL TURF

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. The contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

Component “C” – Tree/Shrub Care Program

Application Schedule – Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud Drench and or OTC Injections for potential disease and infestation. Only those treatments relevant to the variety of palm should be included.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by the contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component “D” – Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under “Specifications” on a monthly basis completing 25% of the inspection each week. The irrigation inspection should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controllers to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone.
- Repairs that become necessary and that are over and above the routine monthly inspections will be done on a time and material basis. Hourly irrigation repair rates will be defined in the overall landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work. It is up to CDD management’s discretion to allow the contractor to proceed with repairs at an agreed threshold without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor’s crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect the irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractors should and are expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with a clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty.

Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out at least once per year. However in many cases the mulch application will be divided into one heavy application in Spring and one lighter application in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be

completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date, etc.) in excess of 15' will be trimmed at least once per year in May.. All vegetation will be removed from their trunk. Any palm nuts and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary Full Debooting is a separate billable job.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

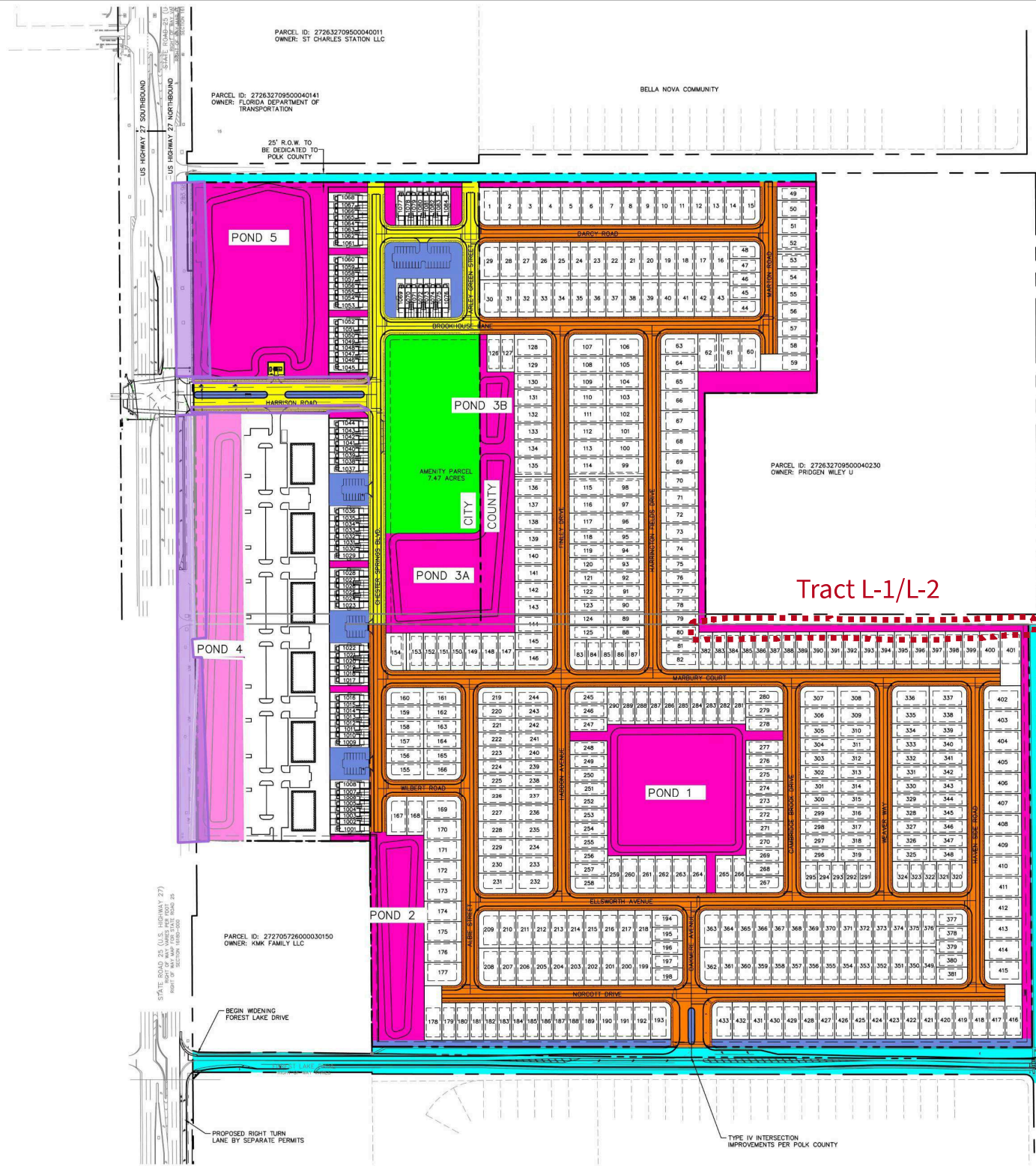
All palms in excess 15' will be trimmed at least once per year in the month of May. Any additional trimmings can be added at the discretion of the board or management and will be done at the same cost and rate as the proposed may trimming. This is why per palm costs is to be included in the fee summary.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.



GRAPHIC SCALE IN FEET
0 75 150 300

LEGEND:

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

Tract L-1/L-2

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

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes.

The second part of the paper focuses on the methodology used in the study. It describes the use of a mixed-methods approach, combining quantitative data from standardized tests with qualitative data from interviews and focus groups. This approach allows for a more comprehensive understanding of the research topic.

The third part of the paper presents the results of the study. It shows that there are significant differences in learning outcomes between students from different cultural backgrounds. These differences are often attributed to factors such as language barriers and cultural differences in learning styles.

The fourth part of the paper discusses the implications of the findings for educational practice. It suggests that teachers should be aware of the cultural needs of their students and tailor their instruction accordingly. This may involve using culturally relevant materials and incorporating students' cultural knowledge into the curriculum.

The fifth part of the paper concludes the study and offers suggestions for further research. It emphasizes the need for continued research on the cultural factors that influence learning outcomes, particularly in the context of diverse classrooms.

Hartford Terrace Community Development District Landscape Fee Summary

Contractor: Prince and Sons, Inc.

Property: Hartford Terrace CDD

Address: 200 South F Street
Haines City, FL 33844

Phone: (863) 422-5207

Fax:

Contact:

Email: lmartin@princeandsonsinc.com

Address: 219 E Livingston ST
Orlando, FL 32801

Phone: 407-577-0918

Contact: Ashley Hilyard

Email: ahilyard@gmscfl.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$68,400.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>													\$0.00
TREE/SHRUB CARE Includes OTC if Applicable (NO OTC) (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>													\$0.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00	\$2,640.00
ANNUAL CHANGES - (Component E.1) <i>Per Annual Pricing: \$2.50/ Flower</i>													\$0.00
BED DRESSING - Estimate mulch yds 1 x Per Year (Component E.2) <i>[Mulch Type] Per Yard Pricing: \$60/ Yard</i>					\$3,600.00 <i>60</i>								\$3,600.00
PALM TRIMMING 1 x Per Year (Component E.3) <i>Per Palm Price: \$50</i> <i>Palm counts: 4</i>								\$192.00 <i>4</i>					\$192.00
TOTAL FEE PER MONTH:	\$5,920.00	\$5,920.00	\$5,920.00	\$5,920.00	\$9,520.00	\$5,920.00	\$5,920.00	\$6,112.00	\$5,920.00	\$5,920.00	\$5,920.00	\$5,920.00	\$74,832

Fee Schedule with Extra Services	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00	\$6,236.00
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Fee Schedule Essential Services Only	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920	\$5,920
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Essential Services Mowing/Detailing/Irrigation/Fert and Pest	\$71,040.00
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Extra Services Annual Changes, Palm Pruning, Mulch	\$3,792.00
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TOTAL	\$74,832.00
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The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This includes a thorough analysis of the social, economic, and cultural factors that may influence the success or failure of the intervention. It is essential to engage with the community from the outset, ensuring that their voices are heard and their needs are addressed. This participatory approach not only fosters a sense of ownership and commitment among the community members but also allows for the identification of potential challenges and the development of strategies to overcome them.

The second part of the paper explores the role of leadership in driving change. Effective leaders are those who are able to inspire and motivate others, to set a clear vision, and to take decisive action. They are also skilled in building strong relationships and in fostering a culture of collaboration and innovation. Leadership is not a static role; it evolves over time and is shaped by the needs and circumstances of the community. Therefore, it is important to invest in leadership development and to provide ongoing support and training for leaders at all levels.

The third part of the paper examines the importance of monitoring and evaluation in assessing the impact of the intervention. This involves the collection and analysis of data to measure progress, identify areas for improvement, and demonstrate the value of the project. Monitoring and evaluation should be an integral part of the project cycle, from the initial planning stages to the final evaluation. It should be conducted in a transparent and accountable manner, involving the community and other stakeholders in the process. The findings of the monitoring and evaluation should be used to inform decision-making and to guide the ongoing implementation of the project.

In conclusion, the paper emphasizes the need for a holistic and sustainable approach to development. This requires a deep understanding of the local context, strong leadership, and a commitment to monitoring and evaluation. By working together, the community and external partners can create a positive and lasting impact on the lives of the people they serve.



YELLOWSTONE
LANDSCAPE

Hartford Terrace CDD

LANDSCAPE MAINTENANCE 2026-2027

Prepared By:

Nicole Ailes
Yellowstone Landscape

Prepared For:

Ashley Hilyard
GMS- CFL

Excellence

IN COMMERCIAL LANDSCAPING

EXECUTIVE SUMMARY

Understanding Your Needs

After carefully assessing the landscape at **Hartford Terrace CDD**, we recognize your specific challenges in your landscaping. As a property that demands peak performance from your landscape, maintaining an impressive appearance year-round is crucial to your reputation.

Our Tailored Solution

Yellowstone Landscape proposes a comprehensive maintenance program designed specifically for your landscape, including:

- Weekly maintenance of all turf, bed areas, and common spaces
- Quarterly horticultural evaluations with proactive plant health care treatments
- Complete irrigation system management with Monthly inspection reports
- Dedicated Account Manager with regular property walks and progress reporting

Why Choose Yellowstone Landscape

With years of experience serving properties like yours throughout the country, our team brings specialized expertise in landscape management. Our local branch location just a few miles from your property ensures rapid response times, while our established relationships with local suppliers guarantee the best plant materials for your unique environment.

Investment and Value

Your annual investment of **\$55,194.00** provides exceptional value through reduced water consumption, extended plant life, and enhanced curb appeal, directly supporting property values and your overall satisfaction. Our proactive maintenance approach prevents costly replacements and expensive emergencies, providing budget predictability throughout our partnership.

Next Steps

Upon your approval, our transition team is prepared to begin service on **May 1, 2026**, with a comprehensive 90-day improvement plan already developed specifically for your property. We welcome the opportunity to present this proposal to anyone else involved with this important partnership decision at your convenience.

WELCOME FROM OUR CEO

04 / 14 / 2026

Ashley Hilyard
GMS- CFL

RE: Hartford Terrace CDD



On behalf of the thousands of Yellowstone Landscape Professionals across the United States, I want to thank you for considering us as your commercial landscape maintenance partner. It is truly an honor to be invited to care for the outdoor spaces that matter most to you, your community, and the people you serve.

For more than two decades, Yellowstone Landscape has been dedicated to one mission: delivering ***Excellence in Commercial Landscaping***. That commitment lives in the work of our teams every day - whether we're maintaining the beauty of a homeowners association, enhancing a corporate campus, or preserving the landscapes of our public institutions.

What makes Yellowstone Landscape unique isn't just the scale of our operations across the country. It's the pride and professionalism of the people who wear our logo. From the crews on your property each week to the specialists supporting irrigation, tree care, and enhancements, we share a common purpose - to ensure your landscape not only looks its best, but also functions in ways that make your property safer, more welcoming, and more sustainable.

We are grateful for the opportunity to earn your trust and to demonstrate why so many organizations rely on Yellowstone Landscape as their partner of choice.

Sincerely,

Harry Lamberton

Harry Lamberton
President & Chief Executive Officer
Yellowstone Landscape

CLIENT SPECIFIC ASSESSMENT

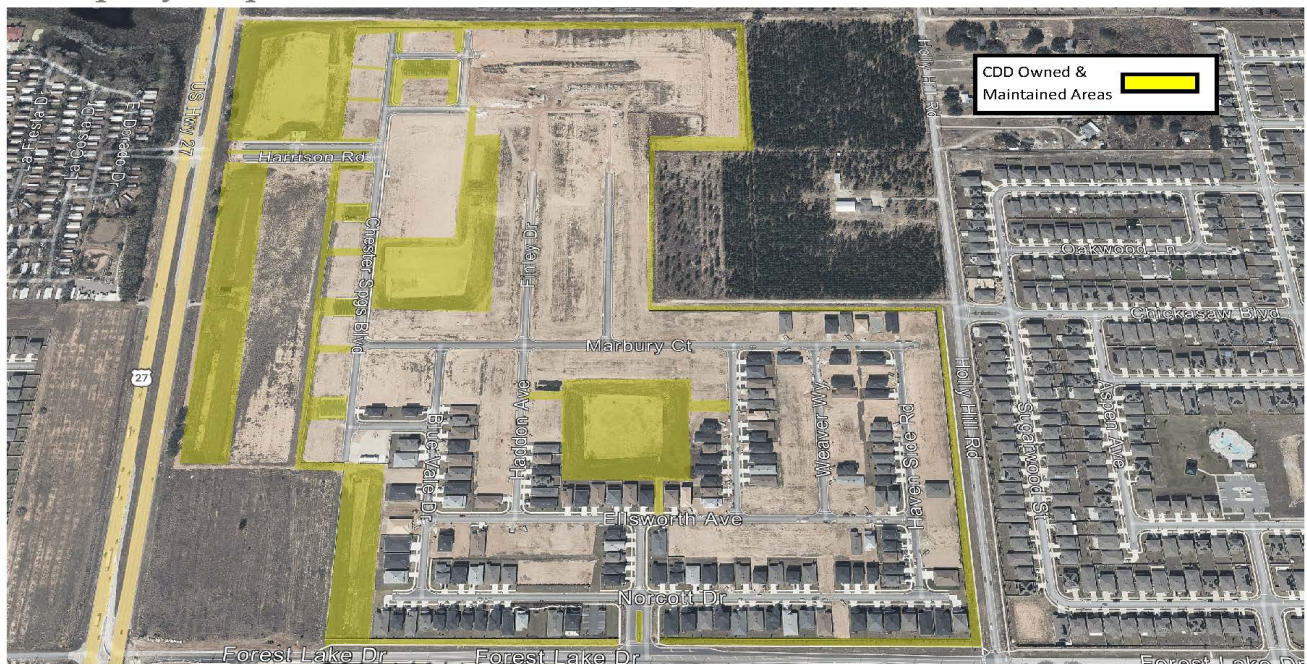


SERVICE AREA MAP

Below is an overview the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.

Hartford Terrace CDD

Property Map



Excellence
IN COMMERCIAL LANDSCAPING





OUR APPROACH



Hartford Terrace CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.

DAYS



1-30



✓	Meet with Property Manager to review Startup Plan
	Discuss Our Approach and Service Map
	Complete an irrigation audit of the entire system
	Present irrigation deficiencies with plan for corrections
	Begin regular maintenance task schedule
	Cleanup previously neglected and high impact impact areas
	Spot treat weeds in turf areas and planting beds
	Discuss options for turf areas beyond reclamation
	Apply fertilizer to struggling areas across the property
	Begin insect and disease treatments
	Remove severely declining/lost plant material and present proposals for replacement
	Walk the property with Property Manager to identify areas for improvement and prepare proposals for enhancement

Hartford Terrace CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.



	Walk property with Property Manager to evaluate improvements
	Evaluate our approach and make any necessary adjustments
	Continue irrigation maintenance and inspections
	Continue routine maintenance tasks as scheduled
	Retreat turf weeds and continue weed control applications throughout property
	Monitor and treat insect and disease problems in plant material
	Discuss options to improve “curb appeal” in high profile areas



Hartford Terrace CDD's STARTUP PLAN

Your Startup Plan details the steps our team will take to establish a strong foundation for long-term success. Organized into 30-, 60-, and 90-day milestones, this checklist allows us to collaborate closely with you, track our performance, and confirm that every aspect of your landscape receives the attention it deserves from day one.



	Walk property with Property Manager to evaluate improvements
	Assess results from actions taken in 30 day and 60 day plans
	Continue irrigation maintenance/inspections
	Continue turf weed and control applications throughout property
	Monitor and treat insect and disease problems in plant material throughout property
	Continue routine maintenance tasks as scheduled
	Schedule 6-month site evaluation with Property Manager



INTRODUCING YOUR SERVICE TEAM

The success of your property depends on the people behind the plan. You'll work directly with these experienced professionals. They will serve as your dedicated partners - accountable for your property's performance and accessible whenever you need them.



Pete Wittman
Branch Manager

Your **Branch Manager** oversees all aspects of your property's care, ensuring seamless coordination between field teams, scheduling, and quality standards. They're first degree of escalation for any service concerns and manage everything from daily operations to long-term planning for all properties served from their location. With direct responsibility for quality control, safety protocols, and team training, they ensure consistent excellence across every visit. Their local leadership means faster response times, personalized attention, and accountability for your team's performance throughout the year.



Elisamuel Flores
Account Manager

Your **Account Manager** is your day-to-day partner, coordinating all service activities and ensuring your property receives the attention it deserves. They schedule crews, monitor quality standards, and address any concerns quickly, acting as your advocate within our organization. By tracking performance against your budget and specifications, they keep your property on track while proactively identifying opportunities for improvement. You'll communicate directly with them for routine needs, making it easy to adjust services as your property's requirements evolve throughout the season.



Paul Newman
Irrigation Manager

Your **Irrigation Manager** ensures that a property's irrigation system operates efficiently and sustainably, providing the right amount of water to each landscape area. They regularly inspect, adjust, and optimize the system to reduce waste, and maintain plant health.

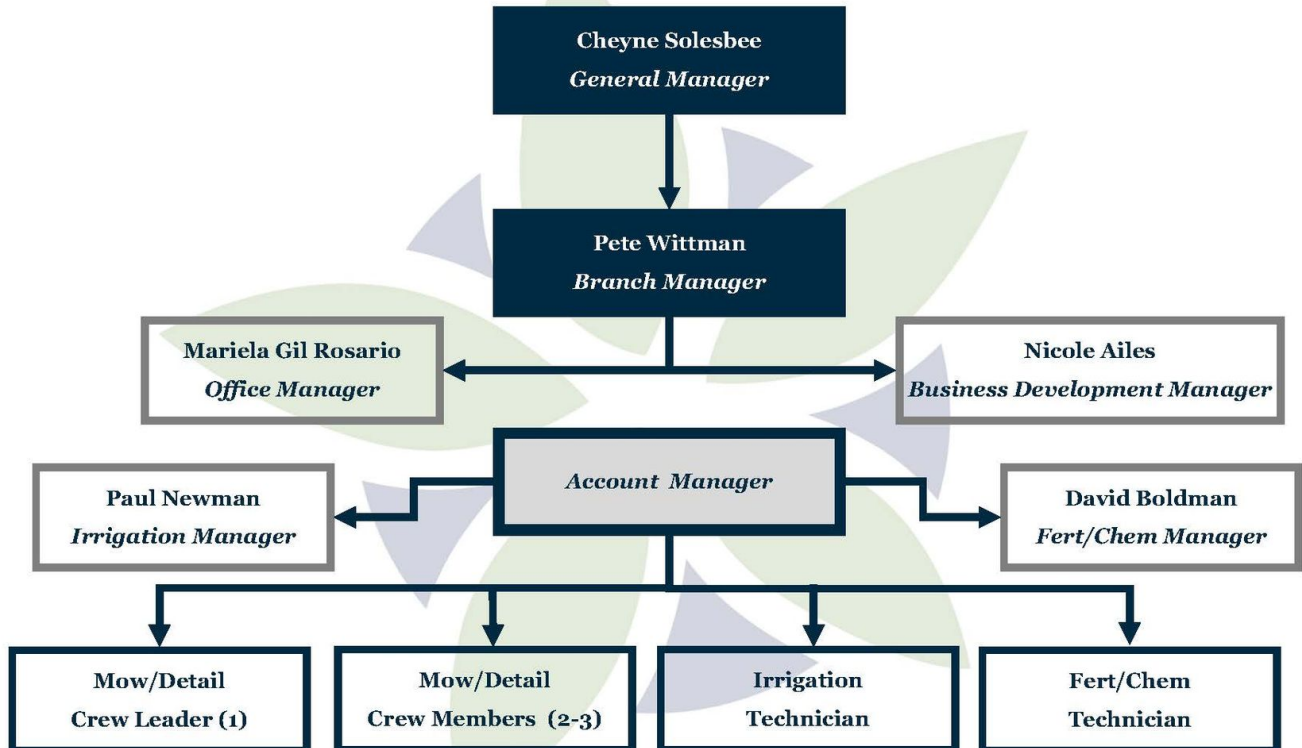


David Boldman
Spray Application Manager

Your **Spray Application Manager** oversees all fertilizer and pest management treatments to keep the landscape healthy, safe, and looking its best. They ensure applications are timed correctly, performed safely, and tailored to the property's specific needs.

Your Local Branch Members

Hartford Terrace CDD



QUALITY CONTROL PROCESS

Quality landscapes don't happen by accident. Our multi-tiered inspection system ensures your property receives consistent attention from experienced professionals at every level of our organization.



WEEKLY PROPERTY INSPECTIONS

Your Account Manager walks your property each week, creating detailed punch lists that address everything from sight line obstructions to seasonal pruning needs. These inspections ensure crews know exactly what requires attention and can prioritize work based on your property's current conditions.

Four levels of inspection mean your property is never relying on just one perspective. When problems get caught early, excellence becomes routine.

REGULAR CLIENT COLLABORATION

We meet with you routinely to align on priorities, review completed work, and plan upcoming activities. You'll receive weekly summaries that document what we've accomplished and what's scheduled next, keeping you informed without requiring constant follow-up.



QUALITY CONTROL PROCESS

Quality landscapes don't happen by accident. Our multi-tiered inspection system ensures your property receives consistent attention from experienced professionals at every level of our organization.

CROSS-PROPERTY REVIEWS

Our Branch Manager conducts regular inspections across all properties, bringing fresh perspective to maintenance practices and crew performance. This outside view catches issues that daily familiarity might miss and creates opportunities for Account Managers to learn from successes across our portfolio.



EXECUTIVE OVERSIGHT

Our Regional Vice Presidents and General Managers perform monthly property reviews, applying decades of experience to identify opportunities for improvement. This executive-level attention ensures your property benefits from the highest level of expertise in our organization.

The Result: Problems get identified and resolved quickly. Your property receives the benefit of continuous improvement, proactive planning, and the collective expertise of our entire management team, not just the crew you see each week.



SCOPE OF SERVICES



CORE SERVICES OVERVIEW

These core services ensure your property consistently makes a strong first impression. You'll enjoy enhanced curb appeal, protect your property value, and create an inviting environment that reflects positively on you and your team.

Turf Management

Our comprehensive turf program includes:

- Mowing at optimal heights (3-4" cool season, 2-3" warm season)
- Regular soil testing for proper pH and nutrient levels
- Pre-emergent weed control (spring and fall applications)
- Targeted post-emergent treatments as needed
- Seasonal fertilization tailored to grass type and regional conditions
- Insect and disease monitoring with prompt treatment

Plant Material Care

We protect your landscape investment through:

- Seasonal pruning using proper horticultural techniques
- Shrub and ground cover fertilization (spring and fall)
- Ornamental tree maintenance (up to 12' height)
- Insect and disease monitoring with integrated pest management
- Bed definition and weed control throughout growing season
- Plant health assessments with proactive treatments

Irrigation & Water Management

Our water management program features:

- Monthly comprehensive system inspections
- Controller programming adjustments based on seasonal needs
- Cleaning and adjustment of sprinkler heads and nozzles
- Prompt repair of damaged components (billed separately)
- Winterization and spring startup services
- Regular system efficiency evaluations

Additional Specialized Services

Available as enhancements to your maintenance program:

- Tree pruning above 12' height
- Landscape renovations and enhancements
- Seasonal leaf cleanup (up to 3 times annually)

Quality Assurance

- Dedicated account manager with regular property inspections
- Written reports documenting completed services and recommendations
- 24-hour emergency response capability
- Properly trained and equipped service teams
- Licensed applicators for all chemical treatments
- Ongoing evaluation of landscape performance

CORE SERVICES OVERVIEW

These core services ensure your property consistently makes a strong first impression. You'll enjoy enhanced curb appeal, protect your property value, and create an inviting environment that reflects positively on you and your team.

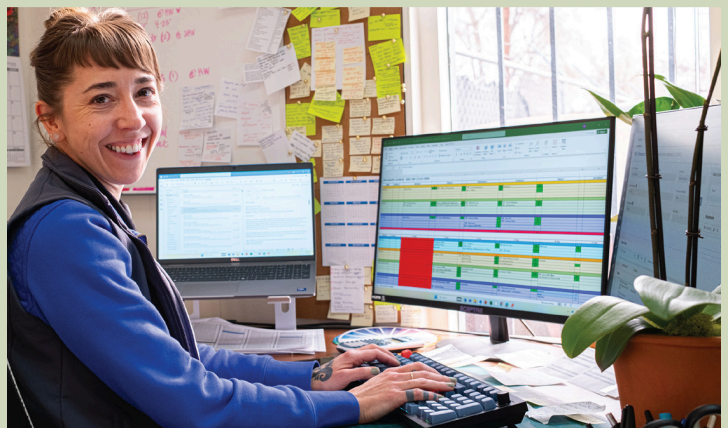
Service Category	Frequency	Description
Mowing	Weekly (growing season)	Professional cutting, trimming and cleanup with frequency adjusted to seasonal growth rates
Edging & Detailing	Bi-weekly	Hard and soft edging of walkways, curbs, and beds with debris removal
Landscape Bed Maintenance	Monthly	Weeding, pruning, and bed definition to maintain appearance and plant health
Turf Fertilization & Integrated Pest Management	3x Per Year	Custom nutrient applications based on soil testing and plant requirements. Monitoring and treatment of insects, disease, and weeds using IPM practices.
Shrub Fertilization & Integrated Pest Management	3x Per Year	Custom nutrient applications based on soil testing and plant requirements. Monitoring and treatment of insects, disease, and weeds using IPM practices.
Irrigation Management	Monthly	System inspections, adjustments, and programming for optimal water efficiency
Mulch	1x Per Year	Install (3) cubic yards of mulch
Palm Pruning	1x Per Year	Prune (3) palm trees

SERVICE CALENDAR

Yearly Service Calendar													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Turf													
Mowing (St. Augustine)	2	2	4	4	5	4	5	4	4	4	2	2	42
Mowing (Bahia)	2	2	3	3	3	3	3	3	3	3	2	2	32
Fertilization & Pest Control (St. Augustine)	1		1		1					1			4
Fertilization & Pest Control (Irrigated Bahia)			1			1				1			3
Shrubs & Landscape Beds													
Pruning & Trimming	1	2	1	2	1	2	1	2	1	2	1	1	17
Ornamental Grass Cutbacks		1											1
Manual Weed Control	1	2	1	2	1	2	1	2	1	2	1	1	17
Post-Emergent Weed Spraying	1	2	1	2	1	2	1	2	1	2	1	1	17
Shrub Fertilization & Pest Control			1				1			1			3
Arborcare													
Tree Pruning Under 12'		1											1
Crape Myrtle Pruning		1											1
Tree Fertilization			1				1			1			3
Irrigation													
Monthly Irrigation Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12
Additional Services													
Palm Pruning					1								1
Landscape Bed Mulching											1		1



INVESTMENT



Hartford Terrace Community Development District Landscape Fee Summary

Contractor: Yellowstone Landscape- Southeast, LLC

Property: Hartford Terrace CDD

Address: 1773 Business Center Lane
Kissimmee, FL 34758

Phone: (407) 396-0529

Fax: Not Applicable

Contact: Nicole Ailes

Email: nailes@yellowstonelandscape.com

Address: 219 E Livingston ST
Orlando, FL 32801

Phone: 407-577-0918

Contact: Ashley Hilyard

Email: ahilyard@gmscfl.com

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Turf Maintenance and Detailing (Component A) - <i>Turf Maintenance/Detailing/Communication/Staffing</i>	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$5,675.00	\$68,100.00
TURF CARE (Component B) <i>Bahia/St Augustine/Zoysia</i>	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$1,440.00
TREE/SHRUB CARE Includes OTC if Applicable (NO OTC) (Component C) <i>Tree/Shrub Fert/OTC/Drenching</i>	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$4,200.00
IRRIGATION MAINT. (Component D) <i>Irrigation Inspections</i>	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$260.00	\$3,120.00
ANNUAL CHANGES - (Component E.1) <i>Per Annual Pricing: \$2.50</i>	\$0.00 <i>0</i>			\$0.00 <i>0</i>			\$0.00 <i>0</i>			\$0.00 <i>0</i>			\$0.00
BED DRESSING - Estimate mulch yds 1 x Per Year (Component E.2) <i>[Mulch Type] Per Yard Pricing: \$72</i>					\$4,320.00 <i>60</i>								\$4,320.00
PALM TRIMMING 1 x Per Year (Component E.3) <i>Per Palm Price: \$62.00</i> <i>Palm counts: 3</i>								\$186.00 <i>3</i>					\$186.00
TOTAL FEE PER MONTH:	\$6,405.00	\$6,405.00	\$6,405.00	\$6,405.00	\$10,725.00	\$6,405.00	\$6,405.00	\$6,591.00	\$6,405.00	\$6,405.00	\$6,405.00	\$6,405.00	\$81,366

Fee Schedule with Extra Services	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50	\$6,780.50
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Fee Schedule Essential Services Only	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405	\$6,405
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Essential Services	
Mowing/Detailing/Irrigation/Fert and Pest	\$76,860.00

Extra Services	
Annual Changes, Palm Pruning, Mulch	\$4,506.00

TOTAL	\$81,366.00
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ABOUT YOUR NEW PARTNER



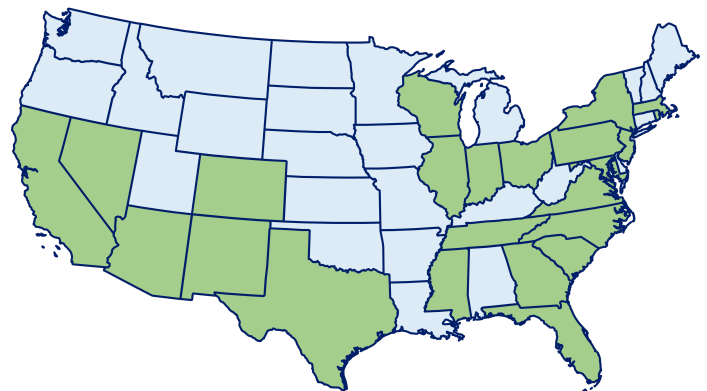
COMPANY OVERVIEW

Yellowstone Landscape is one of the nation's largest and most respected commercial landscaping companies, proudly serving clients across the country through a network of local branch locations. Our teams care for some of the most visible and prestigious properties in America - from master-planned communities and city parks to corporate campuses, hospitals, resorts, and industrial sites.



Comprehensive Services. Exceptional People.

Our services cover every aspect of the landscape lifecycle, including maintenance, enhancements, installation, irrigation, water management, tree care, snow and ice management, sports fields, and interiorscapes. Beyond our capabilities, what truly sets Yellowstone apart is our people. All the experienced Yellowstone Landscape Professionals you'll meet take pride in their craft and approach every property as if it were their own.



75%

of Supervisory and Management roles filled with internal promotions create stability and longevity in our leadership team

65

National Landscape Awards of Excellence presented to our projects across the country in the past twenty years

National Strength. Local Expertise.

We combine national strength with local expertise. Each Yellowstone branch operates as part of its community, supported by the resources, technology, and professional standards of a national leader. This structure allows us to deliver consistent quality, safety, and reliability at any scale, while maintaining the responsive, personal service our clients value most.



7000+

Landscape Professionals serving clients with unique properties and diverse service needs across the country each day.

80+

Service branch locations in over 20 states serve as our local hubs for coordinating your service teams.

2500+

Commercial vehicles on the road every day, safely transporting our crews, equipment, and materials to client properties.



APPENDIX



REFERENCES

FEATURED PROJECT

Reunion Community Development Districts



LOCATION
Orlando, Florida

CLIENT
Governmental Management
Services

PROPERTY TYPE
Resort Community

SERVICES PROVIDED
Landscape Design & Enhancement
Landscape Installation
Landscape Maintenance

Reunion East and West Community Development Districts were established in 2001 and cover a combined area of over 2,300-acres, serving the master-planned Reunion community located in Orlando, FL.

Reunion is proud to be the only resort community in the world that offers three signature golf courses, designed by golf legends: Jack Nicklaus, Arnold Palmer and Tom Watson.

The Community Development Districts are split to serve the infrastructure and beautification

goals for the community residents, spanning across Interstate 4, the main thoroughfare across Central Florida.

Since design and installation began, Yellowstone Landscape has been a part of Reunion's success, serving the CDDs for more than twenty years.

Services provided to the Districts include landscape maintenance, including mowing and detailing, irrigation and water management, and design and installation of landscape enhancements at key visibility points across both East and West Districts.

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REFERENCES

FEATURED PROJECT

NeoCity



LOCATION

Orlando, FL

CLIENT

Osceola County, FL

PROPERTY TYPE

Mixed Use Development

SERVICES PROVIDED

Landscape Design
Landscape Enhancement
Landscape Maintenance

NeoCity is a 500-acre development project spearheaded by the economic development leadership of Osceola County, Florida. This new technology district was inspired by a goal to create a community of collaboration between public and private interests, transforming the way residents and businesses “ideate, create, and innovate”.

The centerpiece of the first phase of development is NeoCity Academy. The STEM high school is the state’s first zero-energy school.

Upon opening in 2020, Yellowstone Landscape began providing comprehensive landscape management services to the district. The company’s services have expanded as the development matures, adding areas that turn over from construction to occupancy and public use.

NeoCity will eventually include 36 acres of structural landscape, 10 miles of roadways, over 2.5 miles of linear parks, and over 4 miles of bike lanes and walking trails.

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REFERENCES

References

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Reunion East and Reunion West CDDs
Client Since: 2008
Services Provided: Landscape Design & Installation, Landscape Maintenance
Client Contact Information: Alan Scheerer, *Field Operations Manager*
407.398.2890
ascheerer@gmscfl.com

Project Name: NeoCity- Osceola County
Client Since: 2021
Services Provided: Landscape Maintenance and Landscape Enhancements
Client Contact Information: Forrest Osborne, *Mowing & Landscaping Supervisor*
407.908.1843
Forrest.osborne@osceola.org

Project Name: Stevens Plantation CDD
Client Since: 2015
Services Provided: Landscape Design & Installation, Landscape Maintenance
Client Contact Information: Michael Perez, *Area Field Manager*
313 Campus Street, Celebration, FL 34747
656.209.7919
michael.perez@inframark.com

Project Name: Hills of Minneola CDD
Client Since: 2022
Services Provided: Common Area Mowing, Detailing, Fertilization, and Irrigation
Client Contact Information: Mark Hills, *Property Manager*
811 Mabbette Street, Kissimmee, FL 34741
407.847.2280
info@myhoasolution.com

INSURANCE CERTIFICATES

Sample Certificate of Insurance



YELLOWSTONE
LANDSCAPE

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
				4/1/2027 3/18/2026		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600		CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: Safety National Casualty Corporation 15105 INSURER B: ACE Property and Casualty Insurance Company 20699 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____				
INSURED 1528310 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List P.O. Box 936347 Atlanta GA 31193						
COVERAGES		CERTIFICATE NUMBER: 19266229		REVISION NUMBER: XXXXXXXX		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WBSL	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide & Herbicide ☒ SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PER-ACC ☒ LOC ☐ OTHER: _____	Y	N	GL6576218	4/1/2026 4/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED ☐ SCHEDULED ☐ AUTOS ONLY ☐ AUTOS ☐ HIRED ☐ NON-OWNED ☐ AUTOS ONLY ☐ AUTOS ONLY	N	N	CA6676217 XEL4069294 - \$1M x \$1M	4/1/2026 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DEED ☐ RETENTION \$	N	N	XELUG72569647 005	4/1/2026 4/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M	N/A	LDS4066360	4/1/2026 4/1/2027	☒ PER ☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Access Management Group, its clients (per written contract), and all managed associations are included as Additional Insured as respects to General Liability where required by written contract subject to policy terms, conditions, and exclusions.						
CERTIFICATE HOLDER				CANCELLATION See Attachments		
SAMPLE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)

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INSURANCE CERTIFICATES

Attachment Code: D605923 Master ID: 1472881, Certificate ID: 18701577

Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

BUSINESS TAX RECEIPTS

EXPIRATION

SEPTEMBER 30, 2026

BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

112799

2026

BUSINESS TYPE:

4190 LAWN CARE/LANDSCAPE

07/14/2025

Oper N/A

Till Internet

Paid 30.00

Rept.#023624

4190-81855

TRANSFER

ORIGINAL TAX

AMOUNT

0.00

30.00

0.00

0.00

BUSINESS:

Yellowstone Landscape-Southeast, LLC

Contact: Dolores Mew

1773 Business Center Ln.

Kissimmee, FL 34758

Location:

OSCEOLA COUNTY

PENALTY

COLLECTION COST

TOTAL

0.00

0.00

30.00

GV35255-1

BRUCE VICKERS CFC, TAX COLLECTOR

P.O. BOX 422105, KISSIMMEE FL 34742-2105

407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR PRINCIPAL ORDINANCE AND IS SUBJECT TO REGULATION OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to \$250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

Yellowstone Landscape-Southeast, LLC
1773 Business Center Ln.
Kissimmee, FL 34758

EXPIRATION

SEPTEMBER 30, 2026

BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

112799

2026

BUSINESS TYPE:

6340 IRRIGATION CONTR (BLDG DEPT)

07/14/2025

Oper N/A

Till Internet

Paid 0.00

Rept.#023624

119295

TRANSFER

ORIGINAL TAX

AMOUNT

0.00

0.00

0.00

0.00

BUSINESS:

Yellowstone Landscape-Southeast, LLC

Contact: Dolores Mew

1773 Business Center Ln.

Kissimmee, FL 34758

Location:

OSCEOLA COUNTY

PENALTY

COLLECTION COST

TOTAL

0.00

0.00

0.00

SCC131151484 (Jared Allan Berryman)

BRUCE VICKERS CFC, TAX COLLECTOR

P.O. BOX 422105, KISSIMMEE FL 34742-2105

407-742-4000

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Yellowstone Landscape-Southeast, LLC
1773 Business Center Ln.
Kissimmee, FL 34758

EXPIRATION

SEPTEMBER 30, 2026

BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO.

112799

2026

BUSINESS TYPE:

6190 HANDYMAN/CARPENTER'S SUB CONTRACTOR ONLY (BLDG DEPT)

07/14/2025

Oper N/A

Till Internet

Paid 0.00

Rept.#023624

117589

TRANSFER

ORIGINAL TAX

AMOUNT

0.00

0.00

0.00

0.00

BUSINESS:

Yellowstone Landscape-Southeast, LLC

Contact: Dolores Mew

1773 Business Center Ln.

Kissimmee, FL 34758

Location:

OSCEOLA COUNTY

PENALTY

COLLECTION COST

TOTAL

0.00

0.00

0.00

BRUCE VICKERS CFC, TAX COLLECTOR

P.O. BOX 422105, KISSIMMEE FL 34742-2105

407-742-4000

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Yellowstone Landscape-Southeast, LLC
1773 Business Center Ln.
Kissimmee, FL 34758

LICENSES & CERTIFICATIONS

Arborist Certification



MOT Certification



Irrigation Contractor Certification



L&O Commercial Applicator



LICENSES & CERTIFICATIONS

Irrigation Maxicom Certifications



Irrigation Maxicom Certifications



Best Management Practices Certification





YELLOWSTONE
LANDSCAPE

Excellence

IN COMMERCIAL LANDSCAPING

THANK YOU

Prepared By:
Nicole Ailes
Yellowstone Landscape