Tapestry Community Development District

Agenda

۴.

June 9, 2021



Tapestry Community Development District

219 E. Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

June 2, 2021

Board of Supervisors Tapestry Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of Tapestry Community Development District will be held Wednesday, June 9, 2021 at 11:30 AM at the Hart Memorial Central Library, 211 E. Dakin Avenue, Roseada Room, Kissimmee, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Organizational Matters
 - A. Administration of Oath of Office to Newly Elected Supervisor
 - B. Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Appointment of Individuals to Fulfill Vacancies in Seats #4 & #5
 - D. Election of Officers
 - E. Consideration of Resolution 2021-02 Electing Officers
- 4. Approval of Minutes of the July 30, 2020 Board of Supervisors Meeting and Acceptance of the Minutes of the November 23, 2020 Landowners' Meeting
- 5. Amended and Restated Rules of Procedure
 - A. Memorandum Regarding Revisions to Rules of Procedure
 - B. Consideration of Resolution 2021-03 Setting a Public Hearing for Adoption of the Amended and Restated Rules of Procedure
- 6. Consideration of Resolution 2021-04 Certifying the Series 2016 Project Complete
- Consideration of Resolution 2021-05 Authorizing and Approving the Change of Designated Registered Agent
- Consideration of Resolution 2021-06 Approving the Proposed Fiscal Year 2022 Budget and Setting a Public Hearing
- 9. Ratification Items
 - A. Auditing Agreement with Grau & Associates for Fiscal Year 2020 Audit
 - B. Data Sharing and Usage Agreement with Osceola County Property Appraiser
 - C. Temporary Access Easement Agreement with Carlos Ramos
- 10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Presentation of Number of Registered Voters 1,132
 - iv. Ratification of As-Needed Meeting Schedule for Fiscal Year 2021

- 11. Supervisor's Requests
- 12. General Audience Comments
- 13. Adjournment

The second order of business is the Public Comment where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the Organizational Matters. Section A is the administration of the Oath of Office to the newly elected supervisor. Section B is the consideration of Resolution 2021-01 canvassing and certifying the results of the Landowners' election. A copy of the Resolution is enclosed for your review. Section C is the appointment of individuals to fulfill the vacancies in Seats #4 and #5. Section D is the election of officers and Section E is the consideration of Resolution 2021-02 electing officers. A copy of the Resolution is enclosed for your review.

The fourth order of business is approval of minutes of the July 30, 2020 Board of Supervisors meeting and acceptance of minutes of the November 23, 2020 Landowners' meeting. The minutes are enclosed for your review.

The fifth order of business are items related to the Amended and Restated Rules of Procedure. Section A includes the memorandum from District Counsel detailing the changes and Section B is the consideration of Resolution 2020-03 setting a public hearing for adoption of the amended and restated Rules of Procedure. A copy of the Resolution and red-lined proposed rules are enclosed for your review.

The sixth order of business is the consideration of Resolution 2021-04 certifying the Series 2016 Project complete. A copy of the Resolution is enclosed for your review.

The seventh order of business is the consideration of Resolution 2021-05 authorizing and approving the change of the designated Registered Agent. A copy of the Resolution is enclosed for your review.

The eighth order of business is the consideration of Resolution 2021-06 approving the proposed Fiscal Year 2022 budget and setting a public hearing. Once approved, the proposed budget will be transmitted to the governing authorities at least 60 days prior to the final budget hearing. A copy of the Resolution and proposed budget are enclosed for your review.

The ninth order of business is the ratification items. The agreements are enclosed under Sections A - C for your review.

Section C of the tenth order of business is the District Manager's Report. Sub-Section 1 is the approval of the check register and Sub-Section 2 includes the balance sheet and income statement for your review. Sub-Section 3 is the presentation of the number of registered voters within the boundaries of the District. A copy of the letter from the Osceola County Supervisor of Elections is enclosed for your review. Sub-Section 4 is the ratification of the as-needed meeting schedule for Fiscal Year 2021.

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

Sincerely,

n 77 George S. Flint

District Manager

CC: Lindsay Whelan, District Counsel Mark Vincuntonis, District Engineer Darrin Mossing, GMS

Enclosures

SECTION III

2

÷

SECTION B

1.1

RESOLUTION 2021-01

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three (3) supervisors for the District; and

WHEREAS, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on November 23, 2020, at which the below-recited person was duly elected by virtue of the votes cast in their respective favor; and

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

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

 The following person is found, certified, and declared to have been duly elected as a Supervisor of and for the District, having been elected by the votes cast in their favor as follows:

Supervisor	# of Votes	Terms	
Thomas Franklin	150	4 Year Term	

The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 9th day of June, 2021.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION E

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District ("Board") desires to elect the Officers of the District.

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

Section 1.	is elected Chairperson.
Section 2.	is elected Vice-Chairperson,
Section 3.	is elected Secretary.
Section 4.	is elected Assistant Secretary. is elected Assistant Secretary. is elected Assistant Secretary. is elected Assistant Secretary. is elected Assistant Secretary.
Section 5.	is elected Treasurer.
Section 6.	is elected Assistant Treasurer.
Section 7.	This Resolution shall become effective immediately upon its adoption.
PASSED ANI	D ADOPTED this 9 th day of June, 2021.

ATTEST:

TAPESTRY COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES

MINUTES OF MEETING TAPESTRY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Tapestry Community Development District was held Thursday, July 30, 2020 at 11:30 a.m. via Zoom teleconference.

Present and constituting a quorum were:

Chuck Bell
Connie Luong
Thomas Franklin
Duane Owen

Chairman Vice Chairperson Assistant Secretary Assistant Secretary

Also present were:

George Flint Lindsay Whelan William Viasalyers Marcia Calleja Vicky Ruiz District Manager District Counsel Field Manager Amenity Manager Community Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll.

SECOND ORDER OF BUSINES

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS Or

Organizational Matters

A. Appointment of Individual(s) to fill the Board Vacancy(ies)

Mr. Flint stated there are two vacant seats on the Board, seat no. 1 expires in 2022, and the other has a term expiring this November that will be a landowner elected seat. Are there any nominations at this time to fill either vacancy?

Mr. Bell stated nominated Connie Luong for seat no. 1 and Mr. Franklin seconded the nomination and there being no other nominations Ms. Luong was appointed to seat no. 1 with a term expiring in November 2022.

B. Oath of office

Mr. Flint stated since we are doing the meeting via Zoom I can't administer the Oath of Office right now. You can participate in the discussions with the Board, but you won't be able to vote until I get an Oath of office from you. We will email it to you after the meeting, you will need to have a Notary Public administer it to you then you can scan and email it to us.

C. Consideration of Resolution 2020-09 Electing Officers

Mr. Flint stated we could consider officers subject to receiving Connie's Oath of Office. We have a resolution in your agenda electing officers and Chuck is the Chair, Tom and Rocky are Assistant Secretaries. You may want to consider making someone a Vice Chair so you have backup then leaving the other two Board members Assistant Secretaries. I am the Secretary and Ariel Lovera is the Treasurer.

> On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor Resolution 2020-09 was approved keeping the same slate of officers and Ms. Luong as Vice Chairperson.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the May 28, 2020 Meeting

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the Minutes of the May 28, 2020 Meeting, were approved as presented.

FIFTH ORDER OF BUSINESS

Review and Acceptance of the Fiscal Year 2019 Audit Report

Mr. Flint gave an overview of the Fiscal Year 2019 audit report and stated it is a clean audit with no prior year or current year findings or recommendations and we met all the conditions they are required to look at in accordance with the Auditor General of the State of Florida. We have already transmitted this to the State of Florida because it was required to be transmitted prior to the end of June.

> On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the Fiscal Year 2019 audit report was accepted and transmittal to the State of Florida was ratified.

SIXTH ORDER OF BUSINESS

Public Hearing

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the public hearing was opened.

A. Consideration of Resolution 2020-06 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations

Mr. Flint stated the Board previously approved a proposed budget and set today as the date, place and time of the public hearing to consider its final adoption. We did comply with all the statutory notice requirements for this public hearing, there is no proposed increase in the assessments so there was no mailed notice required, but we did place the notices in the newspaper, on the website, transmitted it to the county, etc. Resolution 2020-06 adopts the proposed budget, which is attached as Exhibit A, it assumes the per unit O&M assessment amounts remaining the same and those are listed at the bottom of page 1. This is not substantially different than what you saw when you approved the proposed budget.

For the record we will note there are no members of the public to provide comment or testimony.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor Resolution 2020-06 was approved.

B. Consideration of Resolution 2020-07 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Flint stated resolution 2020-07 imposes the assessments that were in the budget you just adopted. There are two exhibits to this resolution, one is the budget you just approved and the other is the assessment roll, which is submitted to the tax collector listing all the assessable property and the amounts to be assessed.

There are no members of the public present to provide comment or testimony.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor Resolution 2020-07 was approved.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the public hearing was closed.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-08 Declaring Vacancies in Certain Seats Mr. Flint stated next is Resolution 2020-08 declaring vacancies effective the second Tuesday after the election in November. You have two seats that are to convert to General Election, no residents qualified for those seats.

Ms. Whelan stated two of your seats are switching to the General Election and there is a qualification period that happens in June of each year, which has already occurred and no one qualified for those two seats; seats 4 and 5. By law we have to adopt a resolution declaring them vacant as of the second Tuesday after the election, for you it will be your first Board meeting in the spring after that November election we will start to go through the process of making appointments to those seats. In the past where you have made appointments for vacancies, they would be persons the landowner selects, the key for these two seats is that when you make appointments they are going to have to be registered electors; essentially residents within the community. It is probably a good idea now since the District doesn't meet too frequently to start putting your feelers out and if we have a way through the HOA to send out blurbs soliciting resumes or letters of interest from residents who may be interested in serving on this Board.

Mr. Flint stated I will get with Marcia to get information out to the community. There is a process where the incumbent in those seats would carry over as a holdover until such time you appoint a general elector to that seat. Even though they are declared vacant effective the second Tuesday after the election in November the incumbents can remain in those seats as holdovers until you appoint a general elector to replace them. That is intended to be temporary not a long-term solution.

Mr. Franklin stated I have no problem staying on until you replace them.

Mr. Owen stated I will holdover at the convenience of the Board.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor Resolution 2020-08 Declaring Vacancies, was approved.

EIGHTH ORDER OF BUSINESS Ratification of Series 2016 Requisitions #16 -#17

Mr. Flint stated we have requisitions 16 and 17 for Hopping Green & Sams that were paid out of the construction and acquisition account. Those were transmitted to the Trustee, signed by the Engineer and Chairman and we are asking you to ratify these requisitions. On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor Requisitions #16 and #17 from the Series 2016 Bonds, were ratified.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Flint presented the check register from May 1, 2020 through July 21, 2020 in the amount of \$42,240.81.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Presentation of Arbitrage Rebate Calculation Report

Mr. Flint stated the arbitrage rebate calculation report for the Series 2016 bonds is a calculation to make sure that we are not earning more interest than we are paying and it is something that is required by the Trust Indenture. It indicates we have a negative rebate of \$419,000, which means we don't have any arbitrage issues.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the arbitrage rebate calculation report was accepted.

TENTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

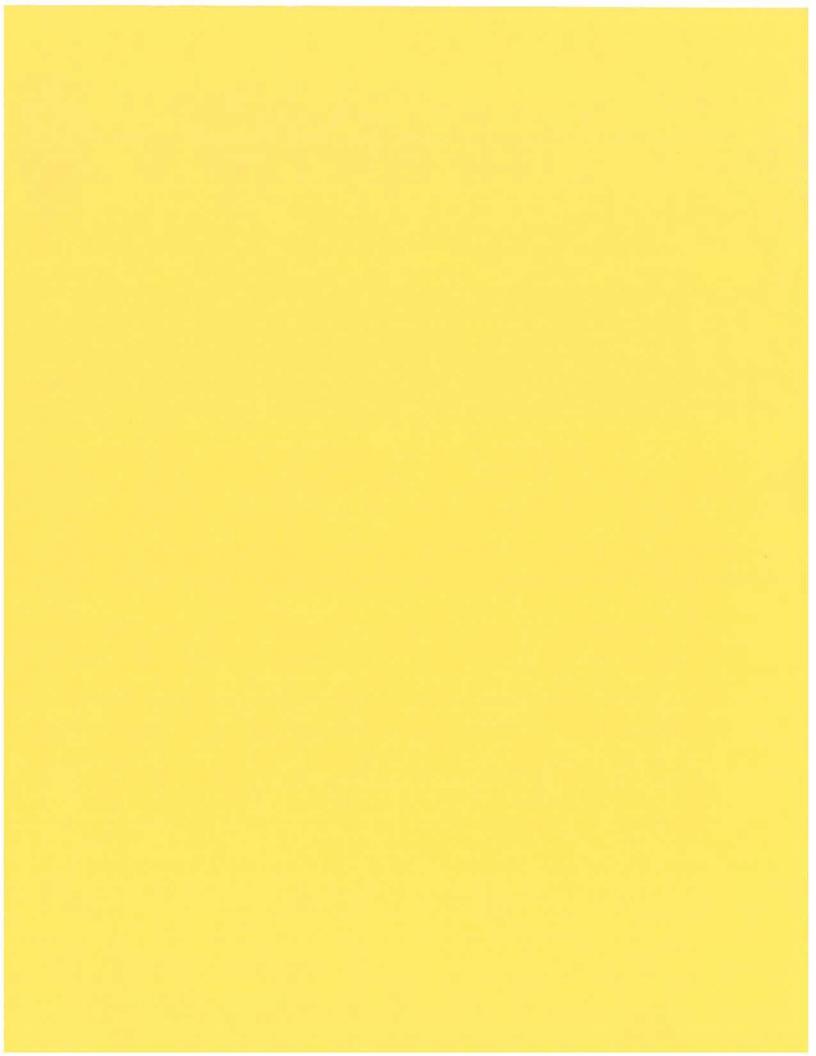
General Audience Comments

There being none,

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the meeting adjourned at 11:46 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman



MINUTES OF MEETING TAPESTRY COMMUNITY DEVELOPMENT DISTRICT

The Tapestry Community Development District landowners' meeting was held Monday, November 23, 2020 at 11:30 a.m. the Hart Memorial Central Library, 211 E. Dakin Avenue, Room 120, Kissimmee, Florida.

Present were:

Chuck Bell George Flint

FIRST ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Mr. Flint stated I have been provided a landowner proxy from Mattamy Florida, LLC executed by Mr. Jonathan Droor naming Ralph Charles Bell as the proxy holder, it represents 25.2 acres and 219 authorized votes.

SECOND ORDER OF BUSINESS Call to Order

Mr. Flint called the meeting to order.

THIRD ORDER OF BUSINESS

Election of a Chairman for the Purpose of **Conducting the Landowners Meeting**

Mr. Flint asked Mr. Bell would you designate me as chairman for the purpose of conducting the landowners meeting? Mr. Bell responded yes.

FOURTH ORDER OF BUSINESS Nominations for Position of Supervisor

Mr. Flint stated the next item is nomination for the position of supervisor. We have one seat up for election and Mr. Bell has provided me with his ballot naming Thomas Franklin.

FIFTH ORDER OF BUSINESS SIXTH ORDER OF BUSINESS

Mr. Flint stated according to the ballot Mr. Bell has provided me he has cast 150 votes for Thomas Franklin. Mr. Franklin will serve a four year term of office.

Casting of Ballots

Ballot Tabulation

SEVENTH ORDER OF BUSINESS

Landowners Questions and Comments

There being none, the landowners meeting was adjourned.

SECTION V

.

SECTION A

.

.

.

.

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO:	Tapestry Community Development District Board of Supervisors
FROM:	Lindsay Whelan
RE:	Updated Provisions of the District's Rules of Procedure
DATE:	August 3, 2020

Please find attached to this memorandum an updated version of the Tapestry Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at <u>lwhelan@hgslaw.com</u> or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8-9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute "meeting materials." Documents that do not meet the definition of "meeting materials" may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board's actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida's statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 36)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District's competitive solicitations, the District Manager's failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District's otherwise valid procurement. This will reduce the District's exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 56, and 59)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 40-42)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 61-62)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

<u>Rule 1.1(2)(c) and (d)</u>: These Rules have been amended to include the words "at least" before the required amounts of the Secretary's or Treasurer's fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

<u>Rule 1.1(6)</u>: This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5-6).

<u>Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9)</u>: These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

<u>Rule 1.3(6)</u>: This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

<u>Rule 3.0(3)(b)</u>: The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

<u>Rules 3.1(4)(b), 3.6(2)(c)(ii)6.</u>, and 3.8(2)(k): The word "responsive" has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 49 and 55).

<u>Rule 3.2(3)(b)</u>: "Understanding of scope of work" has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

<u>Rule 3.2(7)(b)</u>: Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

<u>Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.</u>: "Reemployment assistance" has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 44 and 48).

<u>Rule 3.11(6)</u>: Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 63).

SECTION B

RESOLUTION 2021-03

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

WHEREAS, the Tapestry Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board has previously adopted Rules of Procedure to govern the administration of the District; 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 an Amended and Restated Rules of Procedure.

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

SECTION 1. A Public Hearing will be held to adopt Amended and Restated Rules of Procedure on ______, 2021, at _____.m., at the Hart Memorial Central Library, Roseada Room, 211 East Dakin Avenue, Kissimmee, Florida, 34741.

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

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

PASSED AND ADOPTED this 9th day of June, 2021.

ATTEST:

TAPESTRY COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

Secretary

AMENDED AND RESTATED RULES OF PROCEDURE ______ COMMUNITY DEVELOPMENT DISTRICT

Page

TABLE OF CONTENTS

1.0		EFFECTIVE AS OF , 20	
10		Effective Date 60	
	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.	- 57
	3.10	Contractual Services	
	3.9	Maintenance Services	53
	3.8	Goods, Supplies, and Materials	49
	3.7	Payment and Performance Bonds.	
	3.6	Construction Contracts, Design-Build	43
	3.5	Construction Contracts, Not Design Build	- 39
	3.4	Pre-qualification	36
	3.3	Purchase of Insurance	- 34
	3.2	Procedure Regarding Auditor Selection	
-	3.1	Procedure Under The Consultants' Competitive Negotiation Act	
3.0	Comp	etitive Purchase	21
2.0	Rulen	naking Proceedings	
	1.3	Public Mestings, Hearings, and Workshops	
	1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements	7
	1.1	Board of Supervisors; Officers and Voting	
.0	-	ral	

1

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

TABLE OF CONTENTS		
Rule 1.0 General		
Rule 1.1	Board of Supervisors; Officers and Voting 4	
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination	
Rule 1.3	Public Meetings, Hearings, and Workshops11	
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse	
Rule 2.0 Rulema	king Proceedings	
Rule 3.0 Compet	itive Purchase	
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act	
Rule 3.2	Procedure Regarding Auditor Selection	
Rule 3.3	Purchase of Insurance	
Rule 3.4	Pre-qualification	
Rule 3.5	Construction Contracts, Not Design-Build	
Rule 3.6	Construction Contracts, Design-Build	
Rule 3.7	Payment and Performance Bonds	
Rule 3.8	Goods, Supplies, and Materials	
Rule 3.9	Maintenance Services	
Rule 3.10	Contractual Services	
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	
Rule 4.0 Effectiv	e Date	

Formatted: Heading 1, Left, Line spacing: 1.5 lines, Tab stops: Not at $0.5^{n} + 1^{o} + 6^{n} + 6.5^{n}$

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

2

1

Ī

Rule 1.0 General.

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

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

I

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Formatted: Heading 2, Left, Tab stops: Not at $-0.75^{\circ} + -0.5^{\circ} + 0^{\circ} + 0.5^{\circ} + 1^{\circ} + 1.5^{\circ} + 2^{\circ} + 2.5^{\circ} + 2.75^{\circ} + 3.5^{\circ} + 4.06^{\circ} + 4.5^{\circ} + 5^{\circ} + 5.5^{\circ} + 6.06^{\circ} + 6.5^{\circ}$

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) <u>Board of Supervisors.</u> 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 <u>or appointed</u> by resident electors 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) <u>Officers.</u> 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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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 <u>at least</u> 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 <u>at least</u> 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.

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

- (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) <u>Committees.</u> 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) <u>Record Book.</u> 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) <u>Meetings.</u> For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, 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.

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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 scat 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.

7

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Formatted: Heading 2, Left, Indent: Left: 0", First line: 0", Tab stops: Not at $-0.75^{\circ} + -0.5^{\circ} + 0" + 0.5^{\circ} + 1" + 1.5" + 2" + 2.5" + 2.5" + 2.75" + 3" + 3.5" + 4.06" + 4.5" + 5" + 5.5" + 6.06" + 6.5"$

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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

- (1) <u>District Offices.</u> 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;
 - Limited Offering Memorandum for each financing undertaken by the District;
 - 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) <u>Public Records.</u> 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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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 1/2 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 the 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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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) <u>Records Retention</u>. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- Financial Disclosure Coordination. Unless specifically designated by Board (7)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 email address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ <u>112.31446(3), 112.3145(8)(a)1, 119.07,</u> 119.0701, 190.006, 119.07, Fla. Stat. Formatted: Indent: Left: 0.5", Hanging: 0.5", Tab stops: -1.75", Left + -1.5", Left + -1", Left + 1.75", Left + 3.06", Left + 4", Left + 5.06", Left + Not at -0.75" + 2.75" + 3" + 4.06" + 5" + 6.06" + 6.5"

Formatted: Heading 2, Left, Tab stops: Not at -0.75" + -0.5" + 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 2.75" + 3" + 3.5" + 4.06" + 4.5" + 5" + 5.5" + 6.06" + 6.5"

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto



Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - 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 (_______) ______. 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."

> Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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

(2) <u>Mistake.</u> 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 a notice and an agenda of the meeting/hearing/workshop. The notice and agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seventy two (72) hoursseven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

> Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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



published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) <u>Board Authorization.</u> 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. <u>Unless such procedure is waived by the Board.</u> Aspproval 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) <u>Continuances</u>. 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) <u>Attorney-Client Sessions.</u> 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 <u>attorneysattorney</u> 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_a 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: §§ <u>189.069(2)(a)16.</u> 190.006, 190.007, 190.008, 286.0105, 286.011, 286.<u>0113, 286.</u>0114, Fla. Stat.

> Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Rule 1.4	Intern	al Controls to Prevent Fraud, Waste and Abuse	
	(1)	Internal Controls. The District shall establish and maintain internal controls designed to:	
		 (a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1). Florida Statutes; and (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and (c) Support economical and efficient operations; and 	
		(d) Ensure reliability of financial records and reports; and (e) Safeguard assets.	
	(2)	Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.	

Formatted: Heading 1, Left, Tab stops: Not at $0^{n} + 0.5^{n} + 1^{n} + 1.5^{n} + 2^{n} + 2.5^{n} + 3^{n} + 3.5^{n} + 4^{n} + 4.5^{n} + 5^{n} + 5.5^{n} + 6^{n} + 6.5^{n}$

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

16

Rule 2.0 Rulemaking Proceedings.

(1) <u>Commencement of Proceedings</u>. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
- (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

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

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



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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

19

- (10) <u>Rulemaking Record.</u> In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
 - (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
 - (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the



existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
- (ii) Rule upon offers of proof and receive relevant evidence;
- (iii) Regulate the course of the hearing, including any pre-hearing matters;
- (iv) Enter orders; and
- (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) <u>Variances and Waivers</u>. 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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

- (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 sixty (60ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) <u>Rates, Fees, Rentals and Other Charges.</u> All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat. Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Formatted: Heading 1, Left, Tab stops: Not at $-0.75^{\circ} + -0.5^{\circ} + 0.5^{\circ} + 0.5^{\circ} + 1^{\circ} + 1.5^{\circ} + 2^{\circ} + 2.5^{\circ} + 2.75^{\circ} + 3^{\circ} + 3.5^{\circ} + 4.06^{\circ} + 4.5^{\circ} + 5^{\circ} + 5.5^{\circ} + 6.06^{\circ} + 6.5^{\circ}$

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Rule 3.0 Competitive Purchase.

- 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) <u>Board Authorization</u>. 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 <u>enetwo</u> million dollars (\$12,000,000), for a study activity when the fee for such Professional Services to the District does not exceed <u>fiftytwo hundred</u> thousand dollars (\$50200,000), 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:
 - 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 performancebased 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.
- (I) "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:
 - 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:
 - 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.

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

(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.

1

1

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Formatted: Heading 2, Left, Indent: Left: 0", First line: 0", Tab stops: Not at $-0.25^{\circ} + 0" + 0.5^{\circ} + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5"$

Rule 3.1 Procedure Under Thethe 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) <u>Qualifying Procedures.</u> 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 federal licenses in good standing, if any;
 - (b) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

notices by mail. 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:
 - 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;
 - 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) <u>Responsive</u> qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board



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

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

(5) Competitive Negotiation.

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



Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) <u>Contracts: Public Records.</u> 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) <u>Continuing Contract</u>. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) <u>Emergency Purchase</u>. 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.

I

1

Formatted: Heading 2, Left, Tab stops: Not at 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 3.25" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6"

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

1

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditauditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of AuditAuditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditauditor 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 shouldshall include at least three individuals, some or allat least one of whom maywhich must also serve as membersbe 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. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) <u>Minimum Qualifications.</u> 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:



- Hold all required applicable federalstate professional licenses in good standing, if any;
- (ii) Hold all required applicable state professional<u>federal</u> 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) Understanding of scope of work;
 - (iv) Ability to furnish the required services; and
 - (viv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

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



- (5) <u>Request for Proposals.</u> The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - Where compensation was not selected as a factor used in evaluating the (a) 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 highestranked qualified firm.



- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) <u>Contract.</u> 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 July June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule; but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule

Formatbed: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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.<u>33, 218.</u>391, Fla. Stat.

> Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Formatted: Heading 2, Left, Indent: Left: 0", First line: 0", Tab stops: Not at -0.25" + 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5"

I

1

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) <u>Procedure.</u> For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. 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.
 - (c) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and



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

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

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

1

Formatted: Heading 2, Tab stops: Not at -0.25" + 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5"

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Rule 3.4 Pre-qualification

- 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) <u>Procedure.</u> 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 prequalification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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:
 - Hold theall 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.



(a) (j) Notice of intent to pre-qualify, including rejection of some or allqualifications, shall be provided in writing to all vendors by United States Mail, <u>electronic mail</u>, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

Formatted: Indent: Left: 1", Space After: 0 pt, No bullets or numbering

Formatted: Indent: Left: 1", Tab stops: 1.5", Left + Not at 0.5" + 1"

41

- 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 pregualified 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.
 - 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.
 - 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 disgualified 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.

Formatted: Heading 2 Char, Font: 10 pt, Not Bold

- (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) <u>Procedure.</u> 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.
 - Notice of the Invitation to Bid, Request for Proposals, Invitation to (b) Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.



- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - Hold theall 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 such as 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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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

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



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

- (3) <u>Sole Source; Government</u>. 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) <u>Contracts: Public Records.</u> 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) <u>Emergency Purchases.</u> 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 contractorcontract; 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.

- 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) <u>Qualifications-Based Selection.</u> 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) <u>Competitive Proposal-Based Selection.</u> 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,

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Formatted: Heading 2, Left, Tab stops: Not at 0" + 0.5" + 1" + 3.25" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6"



competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

- A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
- 2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - 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;
 - 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 such asincluding 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) proposals Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals Responsive Proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
- Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand

Formatted: text, Font color: Dark Blue

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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

8.

The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accordShould the Board be unable to negotiate a satisfactory contract with the- firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations. 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.

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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

- (3) <u>Contracts: Public Records.</u> 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) <u>Emergency Purchase</u>. 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.

Formatted: Heading 2, Tab stops: Not at -0.25" + 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5"

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Rule 3.7 Payment and Performance Bonds.

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

53

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: § 255.05, Fla. Stat.

> Formatted: Heading 2, Tab stops: Not at -0.25" + 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5"

Rule 3.8 Goods, Supplies, and Materials.

- (1) <u>Purpose and Scope.</u> 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) <u>Procedure.</u> When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been prequalified 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:
 - Hold theall required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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



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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) bids, proposals, repliesResponsive Bids, Proposals, Replies, or responsesResponses 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 take whatever stops reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best



interests of the District, which steps-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) <u>Renewal.</u> Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a period-that may not exceed three (3) years or the term of the original contract, whichever period is longera maximum period of five (5) years.
- (6) <u>Emergency Purchases</u>. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is nccessary 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.

> Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Formatted: Heading 2, Tab stops: Not at 0" + 0.5" + 1" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"

Rule 3.9 Maintenance Services.

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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

- (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

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) <u>Exemptions.</u> 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) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. a maximum period of five (5) years.
- (5) <u>Contracts: Public Records.</u> 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) <u>Emergency Purchases.</u> 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.

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

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

1

I

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Formatted: Heading 2, Left, Tab stops: Not at $0^{\circ} + 0.5^{\circ} + 1^{\circ} + 1.5^{\circ} + 2^{\circ} + 2.5^{\circ} + 3^{\circ} + 3.5^{\circ} + 4^{\circ} + 4.5^{\circ} + 5^{\circ} + 5.5^{\circ} + 6^{\circ} + 6.5^{\circ}$

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) <u>Contracts; Public Records.</u> 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.

> Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Rule 3.11 Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3	Formatted: Font: 10 pt, Not Bold	
1, 3.5, 3.6, 3.8, and 3.9.	Formatted: Font: 9 pt, Bold	
	Formatted: Centered, Position: Horizontal: Left, Relativ Column, Vertical: In line, Relative to: Margin, Width: Au	ve to:
	Column, Vertical: In line, Relative to: Margin, Width: Au	to
63 *	and the second sec	
0.5		

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.

Formatted: Indent: Left: 0"

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

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, the Board may require

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

any person who files a notice of protest tomust post athe protest bond-in the. The amount equal to 1% of the anticipated contract amount that is the subject of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

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



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

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

- (5) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

1.5" + 2" + 2.5" + 5.5" + 6"

Formatted: Centered, Position: Horizontal: Left, Relative to: Column, Vertical: In line, Relative to: Margin, Width: Auto

Formatted: Heading 1, Tab stops: Not at 0" + 0.5" + 1" +

3.25" + 3.5"

Rule 4.0 Effective Date.

1

1

These Rules shall be effective ______, 2018;20_____, 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 VI

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2016 PROJECT IS COMPLETE; DECLARING THE SERIES 2016 PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2016 BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Tapestry Community Development District ("District") was established by Ordinance No. 2875 adopted on November 5, 2013, by the City Commission of the City of Kissimmee, Florida ("County"), for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (the "Board") of the District adopted Resolution No. 2014-18 on November 22, 2013, authorizing the issuance of not to exceed \$19,900,000 in aggregate principal amount of its Special Assessment Revenue Bonds to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act;

WHEREAS, the District duly authorized and issued Tapestry Community Development District Special Assessment Revenue Bonds, Series 2016 (the "Series 2016 Bonds") in the aggregate principal amount of \$7,285,000, for the purpose of funding a portion of the construction, installation, and acquisition of public infrastructure, improvements, and services (the "Series 2016 Project"), as identified and described in that certain Engineer's Report, dated November 22, 2013, as supplemented by that certain Supplemental Engineer's Report, dated February 3, 2016 (together, the "Engineer's Report"); and

WHEREAS, the Engineer's Report estimates capital costs totaling \$6,225,273.39 for the Series 2016 Project (the "Total Project Costs"); and

WHEREAS, on November 22, 2013, the Board adopted Resolution 2014-19, declaring that such Total Project Costs would be defrayed by the imposition of special assessments pursuant to Chapters 170 and 190, *Florida Statutes*, and that such special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed; and

WHEREAS, on January 15, 2014, the Board, after notice and public hearing, met as an Equalizing Board pursuant to the provision of Section 170.08, *Florida Statutes*, and adopted Resolution 2014-26, as supplemented by Resolution 2016-03, adopted on April 15, 2016, authorizing the projects described therein, equalizing and levying special assessments to defray all or a portion of the Total Project Costs and providing that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, *Florida Statutes*; and

WHEREAS, the Series 2016 Project specially benefits the developable acreage in the District as set forth in Resolution 2014-26 and the *Master Assessment Methodology*, dated November 22, 2013, as supplemented by the *Supplemental Special Assessment Methodology (Series 2016 Bonds)*, dated April 15, 2016, (together, the "Assessment Methodology"), and it is reasonable, proper, just and right to assess the portion of the costs of the Series 2016 Project financed with the Series 2016 Bonds to the specially benefitted properties within the District as set forth in Resolution 2014-26 and this Resolution; and

WHEREAS, pursuant to Chapter 170, Florida Statutes, and the Master Trust Indenture dated April 1, 2016 (the "Master Indenture"), as supplemented by that First Supplemental Trust Indenture dated April 1, 2016 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture") both by and between the District and Regions Bank, as Trustee, the District Engineer executed and delivered a Certificate of Completion of the Series 2016 Project dated December 21, 2020, (the "Engineer's Certification") attached hereto as Exhibit A, wherein the District Engineer certified the Series 2016 Project to be complete; and

WHEREAS, upon receipt of and in reliance upon the Engineer's Certification evidencing the completion date of the Series 2016 Project as described above, the Board desires to certify the Series 2016 Project complete in accordance with the Indenture; and

WHEREAS, the actual costs incurred to complete the Series 2016 Project exceeded all amounts on deposit in the Series 2016 Acquisition and Construction Account within the Acquisition and Construction Fund.

Now, THEREFORE, be it resolved by the Board of Supervisors of the Tapestry Community Development District:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 190, *Florida Statutes*, and in accordance with the provisions of Resolution 2014-26, as supplemented.

SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2016 PROJECT. The Board of Supervisors hereby accepts the Engineer's Certification, attached hereto as Exhibit A, certifying the Series 2016 Project complete and upon reliance thereon, certifies the Series 2016 Project complete in accordance with Resolution 2014-26 and the Indenture. The Completion Date, as that term is defined in the Indenture, for the Series 2016 Project shall be the date of the Engineer's Certification. SECTION 4. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2019 BONDS. Pursuant to Section 170.08, *Florida Statutes*, and Resolution 2014-26, special assessments securing the Series 2016 Bonds are to be credited the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the total actual costs of the Series 2016 Project. **Exhibit B** attached hereto and incorporated herein by this reference reflects the amortization schedule of the Series 2016 Bonds after the closing of the Series 2016 Acquisition and Construction Account within the Series 2016 Acquisition and Construction Fund. As provided in Resolution 2014-26, the assessments levied reflect the outstanding debt due on the Series 2016 Bonds. Pursuant to Section 170.08, *Florida Statutes*, and Resolution 2014-26, the special assessments on parcels specially benefitted by the Series 2016 Project are hereby finalized in accordance with the Assessment Methodology which reflects the assessments on the parcels benefitted by the Series 2016 Bonds.

SECTION 5. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal 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 6. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2014-26, which remains in full force and effect. This Resolution and Resolution 2014-26 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution.

SECTION 7. 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 8. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of page intentionally left blank]

APPROVED AND ADOPTED this _____ day of ______, 2021.

ATTEST:

TAPESTRY COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A:Engineer's Certification, dated December 21, 2020Exhibit B:Amortization Schedule of the Series 2016 Bonds

EXHIBIT A

Engineer's Certification

TAPESTRY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER'S CERTIFICATE OF COMPLETION OF THE SERIES 2016 PROJECT

December 21, 2020

Tapestry Community Development District c/o Governmental Management Services – Central Florida, LLC 219 East Livingston Street Orlando, Florida 32801

Re: Certification of Completion Tapestry Community Development District Series 2016 Bonds – Series 2016 Project

This certificate is furnished in accordance with Section 5.01(c) of the Master Trust Indenture dated April 1, 2016 (the "Master Indenture"), between the Tapestry Community Development District (the "District" or "Issuer") and Regions Bank (the "Trustee") and is intended to evidence the completion of the Series 2016 Project, as both terms are defined in the Master Indenture, as supplemented by that certain First Supplemental Trust Indenture dated April 1, 2016 (together with the Master Indenture, the "Indenture"), and as further described in that certain *Engineer's Report*, dated November 22, 2013, as supplemented by that certain *Supplemental Engineer's Report*, dated February 3, 2016, and undertaken by the District. All capitalized terms used herein shall have the meaning ascribed to them in the Indenture.

- I. The Series 2016 Project has been completed in substantial compliance with the specifications therefore and all labor, services, materials, and supplies used in the Series 2016 Project have been paid.
- II. All other facilities necessary in connection with the Series 2016 Project have been constructed, acquired, and installed in accordance with the specifications therefore and all costs and expenses incurred in connection therewith ("Cost") have been paid or adequate provision has been made for such payment by the District.
- III. All plans, permits and specification necessary for the operation and maintenance of the improvements made pursuant to the Series 2016 Project are complete and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.
- IV. The total Cost of the Series 2016 Project was greater than the amount deposited in the Series 2016 Acquisition and Construction Account within the Acquisition and Construction Fund.

This Certificate is given without prejudice to any rights against third parties which exist as of the date of this Certificate or which may subsequently come into being.

Dated: 12-21-2020

Hanson Walter & Associates, Inc.

PE an

By: Mark Vincutonis, P.E., District Engineer

STATE OF FLORIDA COUNTY OF OSCOLO

The foregoing instrument was acknowledged before me by means of O physical presence or \Box online notarization, this $\textcircled{O} \land \textcircled{S}^{+}$ day of <u>December.</u> 2020, by Mark Vincutonis, P.E., as District Engineer for the Tapestry Community Development District.

lisca a U (Official Notary Signature) Name: Melissa A. Wilken Personally Known OR Produced Identification Type of Identification

[notary seal]

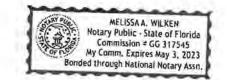


EXHIBIT B

Amortization Schedule of the Series 2016 Bonds

The following table sets forth the scheduled debt service on the 2016 Bonds:

DEBT SERVICE REQUIREMENTS

Period Ending November 1,	Series 2016 Principal	Series 2016 Interest	Total Series 2016 Debt Service
2016	1.1.3	\$ 184,965.03	\$ 184,965.03
2017	\$ 120,000	342,837.50	462,837.50
2018	125,000	338,396.88	463,396.88
2019	130,000	333,775.01	463,775.01
2020	135,000	328,971.88	463,971.88
2021	140,000	323,987.50	463,987.50
2022	145,000	318,368.75	463,368.75
2023	150,000	312,100.00	462,100.00
2024	155,000	305,618.75	460,618.75
2025	160,000	298,925.00	458,925.00
2026	170,000	291,912.50	461,912.50
2027	180,000	283,980.00	463,980.00
2028	185,000	275,220.00	460,220.00
2029	195,000	266,100.00	461,100.00
2030	205,000	256,500.00	461,500.00
2031	215,000	246,420.00	461,420.00
2032	225,000	235,860.00	460,860.00
2033	235,000	224,820.00	459,820.00
2034	250,000	213,180.00	463,180.00
2035	260,000	200,940.00	460,940.00
2036	275,000	188,100.00	463,100.00
2037	285,000	174,375.00	459,375.00
2038	300,000	159,750.00	459,750.00
2039	315,000	144,375.00	459,375.00
2040	335,000	128,125,00	463,125.00
2041	350,000	111,000.00	461,000.00
2042	370,000	93,000.00	463,000.00
2043	390,000	74,000.00	464,000.00
2044	405,000	54,125.00	459,125.00
2045	430,000	33,250.00	463,250.00
2046	450,000	11,250.00	461,250.00
Total	\$7,285,000	\$6,754,228.80	\$14,039,228.80

SECTION VII

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND APPROVING THE CHANGE OF DESIGNATED REGISTERED AGENT AND AFFIRMING THE REGISTERED OFFICE OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT.

WHEREAS, the Tapestry Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.416(1), Florida Statutes.

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

SECTION 1. Lindsay C. Whelan of Hopping Green & Sams P.A. is hereby designated as Registered Agent for the Tapestry Community Development District.

SECTION 2. The District's Registered Office shall remain located at the office of Hopping Green & Sams, P.A., 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

SECTION 3. In accordance with Section 189.014, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with Osceola County and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon its adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED AND ADOPTED this 9th day of June, 2021.

ATTEST:

TAPESTRY COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

SECTION VIII

ĸ

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Tapestry Community Development District ("District") prior to June 15, 2021, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

 SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	August 11, 2021	
HOUR:	11:30 a.m.	
LOCATION:	Hart Memorial Central Library 211 East Dakin Avenue Kissimmee, Florida 34741	

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S). The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Kissimmee and Osceola County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 9th DAY OF JUNE, 2021.

ATTEST:

TAPESTRY COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2021/2022 Budget

Exhibit A Fiscal Year 2021/2022 Budget



Proposed Budget FY 2022



Table of Contents

General Fund	
General Fund Narrative	
Debt Service Fund - Series 2016	
Amortization Schedule - Series 2016	

Tapestry

Community Development District

Proposed Budget

General Fund

		Adopted Budget FY2021		Actuals Thini 4/30/21		onjusea Next Months		Projected Thru 9/30/21		Proposed Budget 1Y2022
Revenues										
Non-Ad Valorem Assessments	\$	203,354	\$	201,292	5	2,062	\$	203,354	\$	203,354
Interest	s	603,334	s	59	5	42	s	102	s	203,33
		_	-	- CA .	1		1.1	-	2	-
Total Revenues	\$	203,354	\$	201,352	\$	2,104	s	203,456	\$	203,354
Expenditures										
General & Administrative										
Supervisor Fees	\$	4,000	\$	-	\$	1,600	\$	1,600	\$	4,000
FICA Expense	\$	100	\$		\$	40	\$	40	\$	10
Engineering	\$	10,000	\$	625	\$	4,167	\$	4,792	\$	10,000
Attorney	\$	20,000	\$	2,771	\$	8,333	\$	11,104	\$	20,00
Annual Audit	\$	3,500	\$		\$	3,500	\$	3,500	\$	3,60
Assessment Administration	\$	2,500	\$	2,500	\$		s	2,500	\$	2,50
Arbitrage	\$	450	\$		\$	450	\$	450	\$	45
Dissemination	\$	3,500	\$	2,042	\$	1,458	\$	3,500	\$	3,50
Trustee Fees	\$	3,500	\$	1.1.2	\$	3,500	\$	3,500	\$	3,50
Management Fees	\$	36,050	\$	21,029	\$	15,021	\$	36,050	\$	37,13
Information Technology	\$	800	\$	467	\$	333	\$	800	\$	1,00
Website Maintenance	\$	400	\$	233	\$	167	\$	400	\$	65
Telephone	\$	300	s	-	\$	125	\$	125	\$	30
Postage	\$	800	5	38	\$	333	\$	371	\$	80
insurance	\$	6,500	\$	6,189	\$	1.1.1.1	\$	6,189	\$	6,80
Printing & Binding	\$	1,000	\$	28	\$	417	\$	444	\$	1,00
Legal Advertising	\$	2,500	5	149	\$	299	\$	448	\$	2,50
Other Current Charges	\$	1,000	5	1,065	\$	761	\$	1,825	\$	1,00
Office Supplies	\$	500	\$	2	\$	208	\$	210	\$	50
Property Appraiser	\$	300	\$	303	\$	1.1	\$	303	\$	30
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	-10	\$	175	\$	17
Total General & Administrative:	5	97,875	\$	37,614	\$	40,712	\$	78,326	\$	99,81
Operations & Maintenance										
Field Expenses										
Field Management	\$	7,725	\$	4,506	\$	3,219	\$	7,725	\$	7,95
Property Insurance	\$	4,500	\$	(A)	\$	1.00	\$	1.040	\$	4,500
Landscape Maintenance	\$	47,160	\$	27,510	\$	19,650	\$	47,160	\$	47,16
Landscape Contingency	5	5,490	\$	700	\$	2,288	\$	2,988	\$	5,49
Lake Maintenance	\$	7,354	\$	4,165	\$	2,975	\$	7,140	\$	7,35
Stormwater Maintenance	\$	10,000	\$	1.1	\$	1.10	\$	1.1	\$	10,00
Wetland Maintenance	\$	4,600	\$	8	\$	- 0	\$	÷-	\$	4,600
Plant Replacement	\$	5,000	\$	1.1	\$. 8.	\$	1.1	\$	5,000
Contingency	\$	13,650	5		\$	5,688	\$	5,688	\$	11,479
Total Operations & Maintenance:	\$	105,479	\$	36,881	\$	33,819	\$	70,700	\$	103,54
Total Expenditures	\$	203,354	\$	74,495	\$	74,530	\$	149,026	\$	203,354

Net Assessments \$ 203,354

Add: Discounts & Collection \$ Gross Assessments \$ 12,980 216,334

Day Aust These	POU	Halta	Total	Net	Gross
Product Type	ERU	Units	ERU	O&M	08.M
Townhouse	0.6	304	182	\$126	\$134
Single-Family 40'	0.9	337	303	\$188	\$200
Single-Family 45'	1.0	101	101	\$209	\$223
Single-Family 50'	1.1	249	274	\$230	\$245
Single-Family 60'	1.3	85	111	\$272	\$290
		1076	971		

REVENUES:

Non-Ad Valorem Assessments

The District will levy a non-ad valorem assessment on all assessable property within the District in order to pay for the operating expenditures during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount for the fiscal year is based upon 4 Supervisors attending 5 monthly meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

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

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records by an Independent Certified Public Accounting firm. The District has contracted with Grau & Associates.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessments on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series 2016 Special Assessment Revenue Bonds.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Trustee Fees

The District will be issuing Series 2016 Special Assessment Revenue Bonds that will be deposited with a Trustee at Regions Bank.

Management Fees

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

Information Technology

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

Website Maintenance

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

Telephone

Telephone and fax machine.

Postage

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

Insurance

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

Printing & Binding

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

Legal Advertising

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

Other Current Charaes

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

Office Supplies

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

Property Appraiser

Represents a fee charged by Osceola County Property Appraiser's office for assessment administration services.

Dues, Licenses & Subscriptions

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

Operations & Maintenance:

Field Management

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

Property Insurance

The District's property insurance coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Landscape Maintenance

The District has contracted with Yellowstone Landscape – Southeast, LLC to provide monthly landscape services to common areas overseen by the District. The amount is based on the current contract set in place and estimated costs for additional pond mowing and perimeter landscaping.

Description	Monthly	Annual
Landscaping Maintenance	\$3,930	\$47,160
Total		\$47,160

Landscape Contingency

Represents estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.

Lake Maintenance

The District has contracted with Applied Aquatic Management, Inc. to schedule inspections and treatments of aquatic weeds and algae within CDD lakes.

Description	Monthly	Annual
Lake Maintenance - 5 Lakes	\$595	\$7,140
Contingency		\$214
Total		\$7,354

Stormwater Maintenance

The District will incur costs related to maintaining the storm water systems. The amount is based on estimated costs.

Wetland Maintenance

The District will incur costs related to maintaining the wetlands located within its boundaries. The amount is based on estimated costs.

Description	Quarterly	Annual
Wetland Maintenance	\$1,150	\$4,600
Total		\$4,600

Plant Replacement

Represents estimated costs related to the possible replacement of landscaping needed throughout the fiscal year.

Contingency

Represents unforeseen costs not budgeted for in other line items.

Tapestry

Community Development District

Proposed Budget

Debt Service Fund Series 2016

Description		Adopted Budget FY2021	Actuals Thru 4/30/21	Projected Next 5 Months		Projected Thru 9/30/21		Proposed Budget FY2022
Revenues								
Special Assessments	\$	464,000	\$ 460,661	\$ 3,339	\$	464,000	\$	464,00
Interest	\$		\$ 35	\$ 25	\$	60	\$	
Carry Forward Surplus	\$	184,506	\$ 188,643	\$	\$	188,643	\$	185,65
Total Revenues	\$	648,506	\$ 649,338	\$ 3,364	\$	652,703	\$	649,65
Expenditures								
General & Administrative:								
Interest-11/1	\$	163,263	\$ 163,263	\$	\$	163,263	\$	160,72
Principal - 5/1	\$	140,000	\$	\$ 140,000	\$	140,000	\$	145,00
Interest - 5/1	\$	163,263	\$ 	\$ 163,263	\$	163,263	\$	160,72
Total Expenditures	\$	466,525	\$ 163,263	\$ 303,263	\$	466,525	\$	466,45
Other Sources/(Uses) Transfer In/(Out)	\$		\$ (524)	\$	\$	(524)	\$	-
Total Other Financing Sources (Uses)	\$		\$ (524)	\$	\$	(524)	5	
Excess Revenues/(Expenditures)	5	181,981	\$ 485,552	\$ (299,898)	\$	185,654	\$	183,20
					Inte	rest 11/1/22		\$157,64
					N	et Assessments	\$	464,00
				Add: Dis	coun	ts & Collection	\$	30,93
					C	ss Assessments	\$	494,93
					Gro	io more bennemes	-	
	_		 	 Total	Gro	Net	-	Gross
Product Type		ERU	Units	 ERU	Gro	Net O&M		0&M
Townhouse		0.6	304	 ERU 182	Gro	Net O&M \$287		0&M \$306
Townhouse Single-Family 40'	2	0.6 0.9	304 337	 ERU 182 303	Gro	Net O&M \$287 \$430		0&M \$306 \$459
Townhouse Single-Family 40' Single-Family 45'	3	0.6 0.9 1.0	304 337 101	 ERU 182 303 101	Gro	Net 0&M \$287 \$430 \$478		0&M \$306 \$459 \$510
Townhouse Single-Family 40'	9	0.6 0.9	304 337	 ERU 182 303	Gro	Net O&M \$287 \$430		0&M \$306 \$459

Tapestry

Community Development District Series 2016 Special Assessment Bonds Amortization Schedule

Date		Balance		Prinicpal		Interest		Total
05/01/21	\$	6,775,000.00	\$	140,000.00	\$	163,262.50		
11/01/21	\$	6,635,000.00	\$		\$	160,725.00	\$	463,987.50
05/01/22	\$	6,635,000.00	5	145,000.00	\$	160,725,00		10010010
11/01/22	\$	6,490,000.00	\$		\$	157,643.75	s	463,368.7
05/01/23	\$	6,490,000.00	\$	150,000.00	\$	157,643.75	<i>•</i>	
11/01/23	\$	6,340,000.00	\$		\$	154,456.25	\$	462,100.0
05/01/24	\$	6,340,000.00	\$	155,000.00	\$	154,456.25		
11/01/24	\$	6,185,000.00	\$		\$	151,162.50	\$	460,618.7
05/01/25	\$	6,185,000.00	\$	160,000.00	\$	151,162.50		and the second sec
11/01/25	\$	6,025,000.00	\$		\$	147,762.50	\$	458,925.0
05/01/26	\$	6,025,000.00	\$	170,000.00	\$	147,762.50		
11/01/26	\$	5,855,000.00	\$		\$	144,150.00	\$	461,912.5
05/01/27	s	5,855,000.00	\$	180,000.00	\$	144,150.00		
11/01/27	5	5,675,000.00	\$		\$	142,367.50	\$	466,517.5
05/01/28	\$	5,675,000.00	\$	185,000.00	\$	139,830.00		
11/01/28	\$	5,490,000.00	\$		\$	135,390.00	\$	460,220.0
05/01/29	s	5,490,000.00	\$	195,000.00	\$	135,390.00		
11/01/29	\$	5,295,000.00	\$		\$	130,710.00	\$	461,100.0
05/01/30	\$	5,295,000.00	\$	205,000.00	\$	130,710.00		
11/01/30	\$	5,090,000.00	\$		\$	125,790.00	\$	461,500.0
05/01/31	\$	5,090,000.00	\$	215,000.00	\$	125,790.00		10 92 969
11/01/31	\$	4,875,000.00	\$		\$	120,630.00	\$	461,420.0
05/01/32	s	4,875,000.00	\$	225,000.00	\$	120,630.00		
11/01/32	\$	4,650,000.00	\$		\$	115,230.00	\$	460,860.0
05/01/33	S	4,650,000.00	\$	235,000.00	\$	115,230.00		
11/01/33	\$	4,415,000.00	\$		\$	109,590.00	s	459,820.0
05/01/34	\$	4,415,000.00	\$	250,000.00	\$	109,590.00		
11/01/34	\$	4,165,000.00	\$		\$	103,590.00	\$	463,180.0
05/01/35	\$	4,165,000.00	\$	260,000.00	\$	103,590.00		
11/01/35	\$	3,905,000.00	\$		\$	97,350,00	\$	460,940.0
05/01/36	\$	3,905,000.00	\$	275,000.00	\$	97,350.00		
11/01/36	\$	3,630,000.00	\$		\$	90,750.00	\$	463,100.0
05/01/37	\$	3,630,000.00	\$	285,000.00	\$	90,750.00		
11/01/37	\$	3,345,000.00	\$		\$	83,625,00	\$	459,375.0
05/01/38	\$	3,345,000.00	\$	300,000.00	\$	83,625.00		
11/01/38	\$	3,045,000.00	\$		\$	76,125.00	\$	459,750.0
05/01/39	s	3,045,000.00	\$	315,000.00	\$	76,125.00		
11/01/39	\$	2,730,000.00	\$		\$	68,250.00	\$	459,375.0
05/01/40	\$	2,730,000.00	\$	335,000.00	\$	68,250.00		
11/01/40	\$	2,395,000.00	\$		\$	59,875.00	\$	463,125.0
05/01/41	\$	2,395,000.00	\$	350,000.00	\$	59,875.00		
11/01/41	\$	2,045,000.00	\$		\$	51,125.00	\$	461,000.0
05/01/42	\$	2,045,000.00	\$	370,000.00	\$	51,125.00		
11/01/42	\$	1,675,000.00	\$	· · · ·	\$	41,875.00	\$	463,000.0
05/01/43	\$	1,675,000.00	\$	390,000.00	\$	41,875.00		
11/01/43	\$	1,285,000.00	\$	i nameni	\$	32,125.00	\$	464,000,0
05/01/44	\$	1,285,000.00	\$	405,000.00	\$	32,125.00		
11/01/44	\$	880,000.00	\$	2011 (1. ep.)	\$	22,000.00	\$	459,125.0
05/01/45	\$	880,000.00	\$	430,000.00	\$	22,000.00		
11/01/45	\$	450,000.00	\$		\$	11,250.00	\$	463,250.0
05/01/46	\$	450,000.00	\$	450,000.00	5	11,250.00	\$	461,250.0
			\$	6,775,000.00	\$	5,227,820.00	\$	12,002,820.0

SECTION IX

SECTION A

.

.

.



951 Yamato Road - Suite 280 Boca Raton, Florida 33431 (561) 994-9299 - (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

August 24, 2020

Board of Supervisors Tapestry Community Development District c/o GMS, LLC 219 E. Livingston Street Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Tapestry Community Development District, City of Kissimmee, Florida ("the District") for the fiscal year ended September 30, 2020. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Tapestry Community Development District as of and for the fiscal year ended September 30, 2020. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2020 audit.

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

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

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

Audit Objectives

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

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

and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

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

Other Services

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

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you

are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the District; and 4) upon completion of the contract term if Auditor does not transfer the records to the Public Records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN.

Our fee for these services will not exceed \$3,500 for the September 30, 2020 audit unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

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

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

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Tapestry Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

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

By: Title: District Men 12/21/20 Date:

Page 6



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

Peer Review Program

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

February 20, 2020

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

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

3800 Esplanade Way, Suile 210 | Tallahassee, FL 32311| 800.342.3197, in Flonda | 850.224.2727 | Fax: 850.222.8190 | www.ficpa.org

SECTION B

1.1



KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

Tapestry CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Tapestry CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

The confidentiality of personal identifying and location information including: names, physical, mailing, and street addresses, parcel ID, legal property description, neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, will be protected as follows:

- 1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
- The agency will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
- The agency shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
- The agency shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
- 5. The agency shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the agency by the third party before personal identifying and location information is released.
- 6. The terms of this Agreement shall commence on January 1, 2021 and shall run until December 31, 2021, the date if signature by the parties notwithstanding. This Agreement shall not automatically renew. A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER	Tapestry CDD
Signature:	Signature:
Print: Katrina S. Scarborough	Print: George S. Flide
Date:	Title: District Manage
	Date: 12/24/20

Please returned signed original copy in the enclosed self-addressed envelope, no later than January 31, 2021

2505 E IRLO BRONSON MEMORIAL HWY KISSIMMEE, FL 34744 (407) 742-5000 INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

SECTION C

TEMPORARY ACCESS EASEMENT AGREEMENT BY AND BETWEEN THE TAPESTRY COMMUNITY DEVELOPMENT DISTRICT AND CARLOS RAMOS

This Temporary Access Easement Agreement ("Easement Agreement") is made and entered into this 3th day of February 2021, by and between:

The Tapestry Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in City of Kissimmee, Florida, and whose mailing address is 219 E. Livingston St. Orlando, Florida 32801 (the "District"); and

Carlos Ramos, whose mailing address is 2436 Chateau Loop, Kissimmee, FL 34741 ("Homeowner").

WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by an ordinance of the City of Kissimmee, Florida, County Commission, (the "Ordinance") and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District is the owner of certain lands in The City of Kissimmee, Florida, more particularly described in Plat Book 26, Page 5-12 of the Public Records of Osceola County, Florida (Parcel ID 08-25-29-2239- Trac-03A0) (the "District Property"); and

WHEREAS, Homeowner is the owner of the property adjacent to the District Property having the address of 2436 Chateau Loop Kissimmee, FL 34741, with a legal description of TAPESTRY PH 3 PB 26 PGS 5-12 LOT 459, Tapestry Community Phase 3 as recorded in Plat Book 26, Pages 5-12 of the Public Records of Osceola County, Florida (Parcel ID 08-25-29-2239-0001-4590) (the "Homeowner's Property"); and

WHEREAS, Homeowner has requested that the District grant to it a temporary, non-exclusive easement over a portion of the District Property for the purpose of gaining access to Homeowner's Property for the construction of a swimming pool and deck in the rear yard at Homeowner's Property, and the District is agreeable to granting such an easement on the terms and conditions set forth herein; and

WHEREAS, the portion of District Property over which the temporary easement is requested is shown in **Exhibit A**, attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF EASEMENT. The District hereby grants to Homeowner a temporary, non-exclusive easement over, upon, under, through, and across the District Property for the purpose of Homeowner gaining access to his lot for the purpose of constructing a swimming pool and deck in the rear yard at

Homeowner's Property (the "Easement"). The Homeowner agrees and acknowledges that, while the District believes it is the owner of the District Property depicted on Exhibit A, the District has not verified such ownership and makes no representations or warranties regarding such ownership. It shall be the Homeowner's responsibility to confirm property-ownership to ensure that Homeowner is not using property over which it has not been granted legal access. Additionally, Homeowner agrees and acknowledges that the District makes no representations or warranties that the District Property is wide enough or suitable for the Homeowner's needs. To the extent there is any discrepancy in ownership or if the District Property is not wide enough or otherwise suitable for the Homeowner's needs, the Homeowner and its contractors assume any and all risk and liability associated with trespassing or any other unauthorized use of non-District-owned property. Homeowner shall be responsible for securing all required permits from the City of Kissimmee or any other governmental entity or agency having jurisdiction thereof in connection with the construction of the swimming pool and deck in the rear yard of Homeowner's Property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the District Property. Homeowner agrees to install a silt fence to mitigate against soil erosion and to protect the adjacent pond and clean the District Property at the end of each workday. No materials or equipment shall be stored on the District Property.

3. TERM. Homeowner shall be permitted to use the Easement until the earlier of the completion of construction of the swimming pool and deck in the rear yard at Homeowner's Property or Sixty (60) days from the date of this Easement, at which time the Easement shall terminate.

4. INDEMNIFICATION,

a. Homeowner agrees to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the District Property by Homeowner, his agents, employees or independent contractors.

b. Homeowner agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

5. DAMAGE. In the event that Homeowner, his respective employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) cause damage to the District Property or any of the improvements located within the District Property or causes damage to the District's other property or any improvements located thereon, in the exercise of the easement rights granted herein, Homeowner, at Homeowner's sole cost and expense, agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, irrigation systems, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Homeowner shall allow no lien to attach to the District Property or any improvements located on said property or District's other property arising out of work performed by, for, or on behalf of Homeowner.

6. **DEFAULT.** A default by any party under this Easement Agreement shall entitle any other to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. ENFORCEMENT OF AGREEMENT. In the event that either the District or Homeowner seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

To Homeowner:	Carlos Ramos 2436 Chateau Loop Kissimmee, FL 34741
To the DISTRICT:	. Tapestry CDD 219 E. Livingston St. Orlando, Florida 32801 Attn: District Manager
With a copy to:	Hopping Green & Sams 119 S. Monroe Street, Suite 300 Tallahassee, FL 32314 Attn: Lindsay Whelan

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Homeowner may deliver Notice on behalf of the District and Homeowner.

9. THIRD PARTIES. This Easement Agreement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the District's right to protect their rights from interference by a third party.

10. ASSIGNMENT. No party may assign, transfer or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other parties.

11. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

12. PUBLIC RECORDS. Homeowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are consider public records and are to be treated as such in accordance with Florida law.

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

14. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

WITNESSES: Print name:

TAPESTRY COMMUNITY **DEVELOPMENT DISTRICT**

Print name: George 5. District Manager Flick

21

Date:

Print name: Louren R Vonderveer

HOMEOWNER - Carlos Ramos

Carlos Ramos

Date:

WITNESSES: Print name: bia Print name:

Exhibit A The Easement Property

TAPESTRY PH 3 PB 26 PGS 5-12 TRACT 3A STORMWATER Parcel ID: 08-25-29-2239-TRAC-03A0



SECTION X

SECTION C

SECTION 1

•

Summary of Invoices

07/22/20 - 05/31/21

Fund	Date	Check No.'s		Amount
General Fund	21.0.2017			
	7/24/20	352-353	\$	5,377.00
	8/7/20	354	\$	4,026.43
	8/14/20	355-357	\$	4,055.00
	8/28/20	358-360	\$	4,953.86
	9/16/20	361	\$	4,025.7
	9/24/20	362-366	\$	9,840.6
	10/5/20	367-368	\$	4,525.0
	10/12/20	369		535.1
	11/5/20	370-373	\$ \$ \$ \$	5,570.5
	11/12/20	374-375	\$	4,219.23
	11/19/20	376-377	\$	8,455.0
	12/10/20	378	\$	188.0
	12/11/20	379	\$	4,058.9
	12/16/20	380-381	\$	876.2
	1/7/21	382-385	\$ \$ \$ \$ \$	12,155.3
	1/22/21	386	\$	595.0
	2/17/21	387-388	\$	4,979.5
	2/19/21	389	\$	452,913.3
	2/23/21	390-391	\$	8,455.0
	3/5/21	392-395	\$	1,668.0
	3/17/21	396-397	\$	3,749.7
	3/24/21	398-400	\$	4,910.2
	3/30/21	401	\$	149.3
	4/14/21	402-404	\$	8,569.5
	5/13/21	405-408	\$ \$ \$ \$ \$	8,874.9
	5/27/21	409-410	\$	774.0
Total			\$	568,501.01

AP300R *** CHECK DATES	07/21/2020 - 05/3	YEAR-TO-DATE ACCC 1/2021 *** TAPES BANK	UNTS PAYABLE PREPAID/COM TRY GENERAL FUND A TAPESTRY-GENERAL FUN	IPUTER CHECK REGISTER 1	RUN 6702721	PAGE
CHECK VEND#	TNVOTCE	EXPENSED TO		STATUS	AMOUNT	AMOUNT #
7/24/20 00004	6/29/20 115630 REVIEW/	202005 310-51300-3150 RESEARCH/CONFER	0 DPPING GREEN & SAMS		1,447.00	1 447 00 00005
7/24/20 00013	7/01/20 OS 12963	202007 320-53800-4620 PE MAINT JULY/2020	00		3,930.00	1,447.00 00035
	DANDOCA	YE MAINI GOBI/2020	LLOWSTONE LANDSCAPE-SOUT	HEAST, LLC		3,930.00 00035
8/07/20 00001	8/01/20 172 BUG 20	202008 310-51300-3400	LLOWSTONE LANDSCAPE-SOUT		3,004.17	*******
	8/01/20 172 AUG 20	202008 310-51300-3510 - INFO TECH	10	*	50.00	
	8/01/20 172 AUG 20	202008 310-51300-3130 - DISSEMINATION	10	*	291.67	
	8/01/20 172 AUG 20	202008 310-51300-5100	00	*	-09	
	8/01/20 172 AUG 20	202008 310-51300-4200 - POSTAGE	00	*	18-00	
	8/01/20 172 AUG 20	202008 310-51300-4250 - COPTES	10	*	18.75	
	8/01/20 173 AUG 20	202008 320-53800-1200 - FIELD MGMT SVCS	00	*	643.75	
and the second second	the second second for the second	GC	OVERNMENTAL MANAGEMENT SE	RVICES		4,026.43 00035
8/14/20 00015		202007 320-53800-4640 PLANT MNGT JUL/20	And the second se		595.00	
		AI	PLIED AQUATIC MANAGEMENT	P. INC.		595.00 00035
8/14/20 00010	6/03/20 19830 AUDIT F	202006 310-51300-3220 YE 09/30/2019 GH	10	*	2,700.00	
		GI	AU AND ASSOCIATES			2,700.00 00035
8/14/20 00004	7/30/20 116086	202006 310-51300-3150 IEW/RESEARCH/PREPA	0	*	760.00	
		HC	OPPING GREEN & SAMS			760.00 00035
8/28/20 00009	8/10/20 5274532 ENGINEE	202007 310-51300-3110 RING SERV/CPP MTG	0			
	211021122	HZ BERRY OLL MIG	ANSON, WALTER & ASSOCIATE	S, INC.		125.00 00035
8/28/20 00006	7/31/20 02318422 NOT OF	202007 310-51300-4800 BUDGET 07/08/20	00		898.86	
		OF	TANDO SENTITIET			898.86 00035
8/28/20 00013	8/15/20 OS 13951 LANDSCA	202008 320-53800-4620	00		3,930.00	
		YH	LLOWSTONE LANDSCAPE-SOUT	THEAST, LLC	a a la la la la	3,930.00 00036
지원은 지역 전환 전						
		TAP2	TAPESTRY MBYINGTO	DN		

P300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPU	INED CHECK DECISMED	DUN 6/00/01	DIGE 2
** CHECK DATES	5 07/21/2020 - 05/31/2021 *** TAPESTRY GENERAL FUND BANK A TAPESTRY-GENERAL FUN	FIER CHECK REGISTER	RUN 6/02/21	PAGE 2
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	AMOUNT #
9/16/20 00001	9/01/20 176 202009 310-51300-34000	*	3,004.17	
	MANAGEMENT FEES SEPT/2020 9/01/20 176 202009 310-51300-35100	*	50.00	
	INFORMATION TECH SEPT/20 9/01/20 176 202009 310-51300-31300	•	291.67	
	DISSEMINATION SEPT/2020 9/01/20 176 202009 310-51300-51000 OFFICE SUPPLIES	*	.18	
	9/01/20 176 202009 310-51300-42000	*	36.02	
	POSTAGE 9/01/20 177 202009 320-53800-12000 FIELD MANAGEMENT SEPT/20	*	643.75	
	GOVERNMENTAL MANAGEMENT SERV	VICES		4,025.79 000361
9/24/20 00003	8/31/20 11550 202009 300-15500-10000 POL 100120199 10/20-10/21	*****	6,189.00	
	EGIS INSURANCE ADVISORS, LLC	3		6,189.00 000362
9/24/20 00001	9/15/20 181 202009 300-15500-100000 ASSESSMENT ROLL CERT FY21		2,500.00	
	GOVERNMENTAL MANAGEMENT SERV	VICES		2,500.00 000363
9/24/20 00004	8/31/20 116999 202007 310-51300-31500 REVIEW/CONDUCT/UPDATE	*	519.00	
	HOPPING GREEN & SAMS			519.00 000364
9/24/20 00009	ENGINEERING SRVC 08/20	*	156.25	
	HANSON, WALTER & ASSOCIATES,	, INC.		156.25 000365
9/24/20 00012	9/18/20 091820 202009 300-20700-10200 TRANSFER OF TAX RCPTS S16		476.37	
	TAPESTRY CDD C/O REGIONS BAN	NK		476.37 000366
10/05/20 00015	8/31/20 188034 202008 320-53800-46400	1 .	595.00	
	APPLIED AQUATIC MANAGEMENT,	INC.		595.00 000367
10/05/20 00013			3,930.00	
	LANDSCAPE MAINT SEPT/20 YELLOWSTONE LANDSCAPE-SOUTH	EAST, LLC		3,930.00 000368
10/12/20 00004	9/30/20 117538 202008 310-51300-31500 FOLLOW UP/REVIEW/MONITOR		535.12	
				535.12 000369
	TAP2 TAPESTRY MBYINGTON			

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/CO 07/21/2020 - 05/31/2021 *** TAPESTRY GENERAL FUND BANK A TAPESTRY-GENERAL FUN	MPUTER CHECK REGISTER	RUN 6/02/21	PAGE :
CHECK VEND# DATE	DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	9/30/20 188791 202009 320-53800-46400 AQUATI PLANT MNGT SEPT/20		595.00	
1	APPLIED AQUATIC MANAGEMEN	NT, INC.	5 a 7 2 6 7 8 8	595.00 000370
11/05/20 00001	AQUATI FLANT ANGI SEF1720 APPLIED AQUATIC MANAGEMEN 10/01/20 183 202010 310-51300-34000 MANAGEMENT FEES 10/2020	*	3,004.17	
	10/01/20 183 202010 310-51300-35100 INFORMATION TECH 10/2020	*	100.00	
	10/01/20 183 202010 310-51300-31300 DISSEMINATION SRVC 10/20	*	291.67	
	10/01/20 183 202010 310-51300-51000 OFFICE SUPPLIES	*	160	
	10/01/20 183 202010 310-51300-42000 POSTEGE	*	6.70	
	10/01/20 183 202010 310-51300-42500 COPIES	*	14.70	
	10/01/20 184 202010 320-53800-12000		643.75	
	FIELD MANAGEMENT OCT/2020 GOVERNMENTAL MANAGEMENT :	SERVICES		4,061.59 00037
11/05/20 00004	10/23/20 117910 202009 310-51300-31500 MONITOR/REVIEW/REGARDING		164.50	
	HOPPING GREEN & SAMS			164.50 00037
11/05/20 00006	HOPPING GREEN & SAMS 9/30/20 02589320 202009 310-51300-48000	**********	749.43	
	NOT OF SUPER 09/23/20 ORLANDO SENTINEL 10/01/20 83443 202010 310-51300-54000			749.43 000373
11/12/20 00005			175.00	
	DEPARTMENT OF ECONOMIC OF	PPORTUNITY		175.00 000374
11/12/20 00001	11/01/20 187 202011 320-53800-12000 FIELD MANAGEMENT NOV/2020	******	643.75	
	11/01/20 186 202011 310-51300-34000 MANAGEMENT FEES NOV/2020	*	3,004.17	
	11/01/20 186 202011 310-51300-35100 INFORMATION TECH NOV/2020	*	100.00	
	11/01/20 186 202011 310-51300-31300 DISSEMINATION NOV/2020	*	291.67	
	11/01/20 186 202011 310-51300-51000 OFFICE SUPPLIES	*	.24	
	11/01/20 186 202011 310-51300-42000 FOSTAGE	*	2.90	
	11/01/20 186 202011 310-51300-42500 COPIES	*	1.50	
	GOVERNMENTAL MANAGEMENT :	SERVICES		4,044.23 000375
	MADO MADECHEV MESTING	TION		

TAP2 TAPESTRY MBYINGTON

P300R ** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUT 07/21/2020 - 05/31/2021 *** TAPESTRY GENERAL FUND BANK A TAPESTRY-GENERAL FUN	FER CHECK REGISTER	RUN 6/02/21	PAGE 4
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS		CHECK
1/19/20 00015	10/31/20 189490 202010 320-53800-46400 AQUATI PLANT MNGT OCT/20	*	595.00	
	APPLIED AQUATIC MANAGEMENT, 1	INC.	2002 A 6 6 6 6 6	95.00 000376
	10/01/20 OS 15714 202010 320-53800-46200	1 1 1 1 1 1 1 1 1 1 1 1 1 1	3,930.00	
	11/01/20 OS 16431 202011 320-53800-46200 LANDSCAPE MAINT NOV/2020		3,930.00	
	YELLOWSTONE LANDSCAPE-SOUTHE	AST, LLC	7,8	60.00 00037
	11/23/20 118593 202010 310-51300-31500 REVIEW/CONDUCT/CONFER		188.00	
	HOPPING GREEN & SAMS		1	88.00 00037
12/11/20 00001	HOPPING GREEN & SAMS 12/01/20 192 202012 310-51300-34000 MANAGEMENT FEE DEC/2020		3,004.17	
	12/01/20 192 202012 310-51300-35100 INFORMATION TECH DEC/2020	*	100.00	
	12/01/20 192 202012 310-51300-31300 DISSEMINATION DEC/2020	*	291.67	
	12/01/20 192 202012 310-51300-51000 OFFICE SUPPLIES	*	.15	
	12/01/20 192 202012 310-51300-42000 POSTAGE	*	11.90	
	12/01/20 192 202012 310-51300-42500 COPIES	*	7,35	
	12/01/20 193 202012 320-53800-12000 FIELD MANAGEMENT DEC/2020		643.75	
	GOVERNMENTAL MANAGEMENT SERVI	ICES	4,0	58.99 000379
2/16/20 00015	11/30/20 190137 202011 320-53800-46400	and the second sec		
	AQUATIC PLANT MNGT NOV/20 APPLIED AQUATIC MANAGEMENT, 1	INC.	5	95.00 000380
2/16/20 00009	12/03/20 52/0046 202011 510-51300-51100		201.25	
	HANSON, WALTER & ASSOCIATES,	INC.	2	81.25 00038
1/07/21 00001	1/01/21 196 202101 310-51300-34000 MANAGEMENT FEES - JAN21	*********	3,004.17	
	1/01/21 196 202101 310-51300-35100 TECHNOLOGY FEES - JAN21	*	100.00	
	1/01/21 196 202101 310-51300-31300 DISSEMINATION SRVC-JAN21	*	291.67	

TAP2 TAPESTRY MBYINGTON

P300R ** CHECK DATES	YEAR-TO-DATE 07/21/2020 - 05/31/2021 ***	E ACCOUNTS PAYABLE PREPAID/COMPU TAPESTRY GENERAL FUND BANK A TAPESTRY-GENERAL FUN	TER CHECK REGISTER F	RUN 6/02/21	PAGE 5
	DATE INVOICE YRMO DPT ACCT		STATUS		CHECK MOUNT #
	1/01/21 196 202101 310-51300	0-42000	*	3.70	
	POSTAGE 1/01/21 196 202101 310-51300	9-42500	*	1.80	
	COPIES 1/01/21 197 202101 320-53800 FIELD MANAGEMENT - JAN23		*	643.75	
		GOVERNMENTAL MANAGEMENT SERV	ICES	4,	045.33 000382
1/07/21 00004	12/23/20 119414 202011 310-51300 GENERAL COUNSEL - NOV20			627.50	66.235
		HOPPING GREEN & SAMS			627.50 000383
1/07/21 00014	4/01/20 76764 202009 310-51300 TRUSTEE FEES - FY20		*	3,552.50	
		REGIONS		з,	552.50 000384
1/07/21 00013	12/01/20 OS 17514 202012 320-53800 LANDSCAPE MAINT - DEC20			3,930.00	
	Indonia Mini - Dicio	YELLOWSTONE LANDSCAPE-SOUTHE		3,	930.00 000385
1/22/21 00015	12/31/20 190841 202012 320-53800 LAKE MAINTENANCE - DEC20	0-46400		595.00	
		APPLIED AQUATIC MANAGEMENT,	INC.	a second second	595.00 000386
2/17/21 00001	2/01/21 199 202102 310-51300 MANAGEMENT FEES FEB 2022	D-34000	*	3,004.17	
	2/01/21 199 202102 310-51300 INFORMATION TECH FEB202	0-35100	*	100.00	
	2/01/21 199 202102 310-51300 DISSEMINATION SVC FEB202	0-31300	*	291.67	
	2/01/21 200 202102 320-53800 FIELD MANAGEMENT FEB202	0-12000 1	*	643.75	
Contradic		GOVERNMENTAL MANAGEMENT SERV	ICES	4,	039.59 000387
2/17/21 00004	12/29/20 119640 202012 310-51300 REVISED MEMORANDUM	the state of the second state of the second state	*	940.00	
1000000000		HOPPING GREEN & SAMS			940.00 000388
2/19/21 00012	2/19/21 02192021 202102 300-20700 ASSESSMENTE TXFER - S20	16		452,913.35	
		TAPESTRY CDD C/O REGIONS BAN	ĸ	452,	913.35 000389
2/23/21 00015	1/31/21 191537 202101 320-53800 MONTHLY LAKE MAINT JAN		*	595.00	
وقولاته		APPLIED AQUATIC MANAGEMENT,	INC.	mannal	595.00 000390
		TAP2 TAPESTRY MBYINGTON			

AP300R *** CHECK DATES	07/21/202	0 - 05/3	YEAR-T /2021 ***	O-DATE ACCO TAPES BANK	UNTS PAYABLE PREPAI TRY GENERAL FUND A TAPESTRY-GENERAL	D/COMPUTER CHECK REGISTER FUN	RUN 6/02/21	PAGE
CHECK VEND# DATE	DATE	ICE	YRMO DPT	D TO ACCT# SUB	VENDOR NA SUBCLASS	ME STATUS	AMOUNT	AMOUNT
2/23/21 00013	1/15/21				0		3,930.00	
	2/01/21	OS 19153		-53800-4620 INT FEB		*	3,930.00	
				YE	LLOWSTONE LANDSCAPE	-SOUTHEAST, LLC		7,860.00 000
3/05/21 00015			INTENANCE -	-53800-4640 FEB21			595.00	
				AF	PLIED AQUATIC MANAG	EMENT, INC.		595.00 000
3/05/21 00004	1/31/21	120335 CONFER	202101 310 VITH STAFF	-51300-3150 REGARDI	0		70.50	
				HC	PPING GREEN & SAMS			70.50 000
3/05/21 00011	2/12/21	2018415 2020 TA	202102 310 ROLL YEAR	-51300-4910	0		302.59	32.22
				05	CEOLA COUNTY PROPER	TY APPRAISER		302.59 000
3/05/21 00013	12/10/20	OS 17511 REPLACE	202012 320 OAK TREES	-53800-4630	0		700.00	
					LLOWSTONE LANDSCAPE	-SOUTHEAST, LLC		700.00 000
3/17/21 00001	3/01/21	205 MANAGEM	202103 310 ENT FEES-MA	-51300-3400 RCH 21	0		3,004.17	
	3/01/21	205	202103 310	-51300-3510 ARCH 21		*	100.00	
		205	202103 310	-51300-3130 MAR 21	0	*	291.67	
	3/01/21	205	202103 310	-51300-5100	0	*	.48	
	3/01/21	205	202103 310	-51300-4200		*	7.44	
	3/01/21	POSTAGE 205		-51300-4250	0	*	2.25	
		COPIES		GC	VERNMENTAL MANAGEME	INT SERVICES		3,406.01 000
3/17/21 00009	3/09/21	5277289 GEN - ENG	202102 310	-51300-3110	0		343.75	
				H/	NSON, WALTER & ASSO	CIATES, INC.		343.75 000
3/24/21 00001	3/01/21	206 FIELD M	202103 320 NAGEMENT-M	-53800-1200 AR 2021			643.75	
				GC	VERNMENTAL MANAGEME	INT SERVICES	in the second we	643.75 000
3/24/21 00004	3/11/21	120943 GEN.COU	202102 310 SEL/MTHLY	-51300-3150 MEETING	0		336.50	
				HC	PPING GREEN & SAMS			336.50 000

07/21/20	20 - 05/31	YEAF 1/2021 **	R-TO-DATE	ACCO TAPES BANK	UNTS PAYA TRY GENER A TAPESTR	BLE PREPAID/COMP AL FUND Y-GENERAL FUN	UTER CHECK REGISTER	RUN 6/02/21	PAGE 7
DATE	OICE INVOICE	YRMO I	NSED TO OPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	AMOUNT #
	MTHT.V T.Z	ANDSCAPE	MATNT-MA	D			•	3,930.00	
				YE	LLOWSTONE	LANDSCAPE-SOUTH	EAST, LLC		3,930.00 000400
2/28/21	03303417 NOT LO 1	202011	310-51300	-4800	0	10101101	*	732.52	
	AD.T FOR	6712671					*	583.18-	
				OR	LANDO SEN	TINEL			149.34 000401
3/31/21	192917 POND MA	202103	320-53800	-4640	0		****	595.00	
				AP	PLIED AQU	ATIC MANAGEMENT,	INC.		595.00 000402
4/01/21	212	202104	310-51300	-3400	0			3,004.17	
4/01/21	212	202104	310-51300	-3510	0		*	100.00	
4/01/21	212	202104	310-51300	-3130	0		*	291.67	
4/01/21	212 POSTAGE	202104	310-51300	-4200	0		*	4.93	
4/01/21	213 FIELD M	202104 ANAGEMEN	320-53800 F-APR 202	1			*	643.75	
				GC	VERNMENTA	L MANAGEMENT SER	RVICES		4,044.52 000403
4/01/21	OS 20659 MTHLY L	202104 : ANDSCAPE	320-53800 MAINT-AP	-4620 R	0			3,930.00	
				YE	LLOWSTONE	LANDSCAPE-SOUTE	EAST, LLC		3,930.00 000404
4/30/21	193658 POND MA	202104	320-53800	-4640	0			595.00	
	10110 111			AF	PLIED AQU	ATIC MANAGEMENT,	INC.		595.00 000405
2/01/21	219	202105 .	310-51300	-3400	0		*******	3,004.17	
5/01/21	219	202105	310-51300	-3510	0		*	100.00	
5/01/21	219	202105 3	310-51300	-3130	0		*	291,67	
5/01/21	OFFICE S	202105 SUPPLIES	310-51300	-5100	0		*	.30	
	POSTAGE						*	26.08	
			320-53800	-1200	0			643.75	
	FIELD M	ANAGEMEN'	r-MAY 202		- maintenante	L MANAGEMENT SER	and a second		4,065.97 000406
	INV DATE 3/15/21 2/28/21 2/28/21 3/31/21 4/01/21 4/01/21 4/01/21 4/01/21 4/01/21 4/01/21 4/01/21 5/01/21 5/01/21 5/01/21 5/01/21 5/01/21	INVOICE DATE INVOICE 3/15/21 OS202550 MTHLY L 2/28/21 O3303417 NOT LO 1 2/28/21 03303417 ADJ FOR 3/31/21 192917 POND MA 4/01/21 212 MANAGEM 4/01/21 212 DISSEMI 4/01/21 212 POSTAGE 4/01/21 213 FIELD M 4/01/21 0S 20659 MTHLY L 4/30/21 193658 POND MA 5/01/21 219 MANAGEM 5/01/21 219 INFORMA 5/01/21 219 S/01/21 219 OFFICE 5/01/21 219 POSTAGE 5/01/21 219 OFFICE 5/01/21 219 POSTAGE	INVOICEEXPENDATE INVOICE YRMO I DATE INVOICE YRMO I 3/15/21 OS202550 202103 3 MTHLY LANDSCAPE 2/28/21 03303417 202011 3 NOT LO MEETING 1 2/28/21 03303417 202011 3 ADJ FOR 6712671 3/31/21 192917 202103 3 POND MAINTENANCI 4/01/21 212 202104 3 MANAGEMENT FEES 4/01/21 212 202104 3 INFORMATION TECH 4/01/21 212 202104 3 DISSEMINATION S 4/01/21 212 202104 3 FIELD MANAGEMENT 4/01/21 213 202104 3 POSTAGE 4/01/21 213 202104 3 FIELD MANAGEMENT 4/01/21 213 202104 3 FIELD MANAGEMENT 5/01/21 193658 202104 3 MTHLY LANDSCAPE 4/30/21 193658 202104 3 MANAGEMENT FEES 5/01/21 219 202105 3 INFORMATION TECH 5/01/21 219 202105 3 DISSEMINATION S 5/01/21 219 202105 3 OFFICE SUPPLIES 5/01/21 219 202105 3 OFFICE SUPPLIES 5/01/21 219 202105 3 OFFICE SUPPLIES 5/01/21 219 202105 3 0055TAGE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# 3/15/21 OS202550 202103 320-53800 MTHLY LANDSCAPE MAINT-MA 2/28/21 03303417 202011 310-51300 NOT LO MEETING 11/09/20 2/28/21 03303417 202011 310-51300 ADJ FOR 6712671 3/31/21 192917 202103 320-53800 POND MAINTENANCE-MAR 202 4/01/21 212 202104 310-51300 INFORMATION TECH-APR 202 4/01/21 212 202104 310-51300 DISSEMINATION SVC-APR 21 4/01/21 212 202104 310-51300 DISSEMINATION SVC-APR 21 4/01/21 213 202104 310-51300 FIELD MANAGEMENT-APR 202 4/01/21 213 202104 320-53800 FIELD MANAGEMENT-APR 202 4/01/21 213 202104 320-53800 FIELD MANAGEMENT-APR 202 4/01/21 213 202104 320-53800 FIELD MANAGEMENT-APR 202 5/01/21 193658 202104 320-53800 MTHLY LANDSCAPE MAINT-AP 4/30/21 193658 202104 320-53800 DOND MAINTENANCE-APR 202 5/01/21 219 202105 310-51300 DISSEMINATION TECH-MAY 202 5/01/21 219 202105 310-51300 DISSEMINATION SVCS-MAY 2 5/01/21 219 202105 310-51300 OFFICE SUPPLIES 5/01/21 219 202105 310-51300 OFFICE SUPPLIES 5/01/21 219 202105 310-51300 OFFICE SUPPLIES 5/01/21 219 202105 310-51300	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB 3/15/21 OS202550 202103 320-53800-4620 MTHLY LANDSCAPE MAINT-MAR YE 2/28/21 03303417 202011 310-51300-4800 NOT LO MEETING 11/09/20 2/28/21 03303417 202011 310-51300-4800 ADJ FOR 6712671 OR 3/31/21 192917 202103 320-53800-4640 POND MAINTENANCE-MAR 2021 AP 4/01/21 212 202104 310-51300-3510 INFORMATION TECH-APR 2021 4/01/21 212 202104 310-51300-3510 DISSEMINATION SVC-APR 21 4/01/21 212 202104 310-51300-4200 POSTAGE 4/01/21 213 202104 320-53800-1200 FIELD MANAGEMENT -APR 2021 4/01/21 213 202104 320-53800-4200 POSTAGE 4/01/21 0S 20659 202104 320-53800-4640 POND MAINTENANCE-APR 2021 4/01/21 0S 20659 202104 320-53800-4640 POND MAINTENANCE-APR 2021 5/01/21 219 202105 310-51300-3400 MANAGEMENT FEES-MAY 2021 5/01/21 219 202105 310-51300-3130 DISSEMINATION SVC3-MAY 21 5/01/21 219 202105 310-51300-3100 DISSEMINATION SVC3-MAY 21 5/01/21 219 202105 310-51300-5100 OFFICE SUPPLIES 5/01/21 219 202105 310-51300-5100 POSTAGE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS 3/15/21 0S202550 202103 320-53800-46200 MTHLY LANDSCAPE MAINT-MAR YELLOWSTONE 2/28/21 03303417 202011 310-51300-48000 NOT LO MEETING 11/09/20 2/28/21 03303417 202011 310-51300-48000 ADJ FOR 6712671 ORLANDO SEN 3/31/21 192917 202103 320-53800-46400 POND MAINTENANCE-MAR 2021 4/01/21 212 202104 310-51300-35100 INFORMATION TECH-APR 2021 4/01/21 212 202104 310-51300-35100 DISSEMINATION SVC-APR 21 4/01/21 212 202104 310-51300-42000 POSTAGE 4/01/21 0S 20659 202104 320-53800-46200 MTHLY LANDSCAPE MAINT-APR 4/01/21 0S 20659 202104 320-53800-46200 MTHLY LANDSCAPE MAINT-APR 4/01/21 193658 202104 320-53800-46400 POND MAINTENANCE-APR 2021 4/01/21 193658 202104 320-53800-46400 POND MAINTENANCE-APR 2021 4/30/21 193658 202104 320-53800-46400 POND MAINTENANCE-APR 2021 5/01/21 219 202105 310-51300-35100 INFORMATION TECH-MAY 2021 5/01/21 219 202105 310-51300-35100 INFORMATION SVC-APR 21 5/01/21 219 202105 310-51300-31300 DISSEMINATION SVC-MAY 21 5/01/21 219 202105 310-51300-51000 OFFICE SUPPLIES 5/01/21 219 202105 310-51300-42000 POSTAGE 5/01/21 219 202105 310-51300-3100 DISSEMINATION SVC-MAY 21 5/01/21 219 202105 310-51300-3100 DISSEMINATION SVC-MAY 21 5/01/21 219 202105 310-51300-42000 POSTAGE 5/01/21 219 202105 310-51300-42000 POSTAGE 5/01/21 219 202105 310-51300-42000 DISSEMINATION SVC-MAY 21 5/01/21 219 202105 310-51300-31000 DISSEMINATION SVC-MAY 21 5/01/21 219 202105 310-51300-42000 POSTAGE 5/01/21 219 202105 310-51300-42000 POSTAGE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS 3/15/21 OS202550 202103 320-53800-46200 MTHLY LANDSCAPE MAINT-MAR YELLOWSTONE LANDSCAPE-SOUTH 2/28/21 03303417 202011 310-51300-48000 ADJ FOR 6712671 ORLANDO SENTINEL 3/31/21 192917 202103 320-53800-46400 POND MAINTENANCE-MAR 2021 4/01/21 212 202104 310-51300-35100 INFORMATION TECH-APR 2021 4/01/21 212 202104 310-51300-35100 INFORMATION TECH-APR 2021 4/01/21 212 202104 310-51300-31300 DISSEMINATION SUC-APR 21 4/01/21 213 202104 310-51300-3100 FIELD MANAGEMENT-APR 2021 4/01/21 213 202104 310-51300-42000 FORTAGE 4/01/21 0S 20659 202104 320-53800-46200 MTHLY LANDSCAPE MAINT-APR YELLOWSTONE LANDSCAPE-SOUTH 4/30/21 19365B 202104 320-53800-46200 MTHLY LANDSCAPE MAINT-APR YELLOWSTONE LANDSCAPE-SOUTH 4/30/21 19365B 202104 320-53800-46200 MTHLY LANDSCAPE MAINT-APR YELLOWSTONE LANDSCAPE-SOUTH 4/30/21 19365B 202104 320-53800-46200 MANAGEMENT FEES-APR 2021 5/01/21 219 202105 310-51300-35100 INFORMATION TECH-MAY 2021 5/01/21 219 202105 310-51300-31300 DISSEMINATION SUC-APR 2021 APPLIED AQUATIC MANAGEMENT, 5/01/21 219 202105 310-51300-35100 INFORMATION TECH-MAY 2021 5/01/21 219 202105 310-51300-31300 DISSEMINATION SUCS-MAY 21 5/01/21 219 202105 310-51300-31300 DISSEMINATION SUCS-MAY 21 5/01/21 219 202105 310-51300-51000 OFFICE SUPPLIES 5/01/21 219 202105 310-51300-31000 DISSEMINATION SUCS-MAY 21 5/01/21 219 202105 310-51300-51000 OFFICE SUPPLIES 5/01/21 219 202105 310-51300-31000	INVOICEEXPENSED TO VENDOR NAME STATUS DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS 3/15/21 05202550 202103 320-53800-46200 * WIELLUANDSCAPE MAINT-MAR 2/28/21 03303417 202011 310-51300-48000 * NOT LO MEETING 11/09/20 * 2/28/21 03303417 202011 310-51300-48000 * ADJ FOR 6712671 ORLANDSCAPE MAINT-MAR POND MAINTENANCE-MAR 2021 3/31/21 192917 202103 320-53800-46400 * POND MAINTENANCE-MAR 2021 4/01/21 212 202104 310-51300-34000 * MANAGEMENT FEES-APR 2021 4/01/21 212 202104 310-51300-3100 * 1NFORMATION TECH-APR 2021 4/01/21 212 202104 310-51300-3100 * DISSEMINATION TOC-APR 21 4/01/21 212 202104 310-51300-42000 * FIELD MANAGEMENT FERS-APR 2021 4/01/21 213 202104 310-51300-42000 * FIELD MANAGEMENT APR 2021 4/01/21 213 202104 320-53800-12000 * FIELD MANAGEMENT-APR 2021 4/01/21 213 202104 320-53800-46200 * FIELD MANAGEMENT-APR 2021 4/01/21 213 202104 320-53800-46200 * MTHLY LANDSCAPE MAINT-APR MANAGEMENT-APR 2021 4/01/21 213 202104 320-53800-46200 * MTHLY LANDSCAPE MAINT-APR 202104 320-53800-46200 * MTHLY LANDSCAPE MAINT-APR 202104 320-53800-46200 * MTHLY LANDSCAPE MAINT-APR 202105 310-51300-3100 * 10000 MAINTENANCE-APR 2021 4/01/21 193658 202104 320-53800-46200 * MANAGEMENT FEES-MAY 2021 5/01/21 219 202105 310-51300-31000 * 10000 MAINTENANCE-APR 2021 5/01/21 219 202105 310-51300-31300 * 10000 MAINTENANCE-APR 2021 5/01/21 219 202105 310-51300-31300 * 10000 MAINTENANCE-APR 2021 5/01/21 219 202105 310-51300-31300 * 10000 MAINTENANTON SCCHAPY 21 5/01/21 219 202105 310-51300-42000 * 100000 MAINTENA	DATE INVOICE YEMO DPT ACCTP SUB SUBCLASS 3/15/21 03202550 202103 320-53800-46200 * 3,930.00 WTELL LANDSCAPE MAINT-MAR YELLOWSTONE LANDSCAPE-SOUTHEAST,LLC 2/28/21 03303417 202011 310-51300-48000 * 732.52 2/28/21 03303417 202011 310-51300-48000 * 583.18- ADJ FOR 6712671 ORLANDO SENTINEL 3/31/21 192917 202103 320-53800-46400 * 595.00 YOND MAINTENNANCE-MAR 2021 APPLIED AQUATIC MANAGEMENT, INC. 4/01/21 212 202104 310-51300-34000 * 100.00 INFORMATION TECH-APR 2021 4/01/21 212 202104 310-51300-34000 * 291.67 DISSEMINATION SUC-APR 21 4/01/21 212 202104 320-53800-12000 * 4.93 4/01/21 213 202104 320-53800-12000 * 4.93 4/01/21 213 202104 320-53800-12000 * 643.75 4/01/21 0S 20559 202104 320-53800-12000 * 3,930.00 MTELLY LANDSCAPE MAINT-ARR 4/01/21 0S 20559 202104 320-53800-46200 * 3,930.00 MTELLY LANDSCAPE MAINT-ARR 2021 4/01/21 219 202105 310-51300-3600 * 3,930.00 MTELLY LANDSCAPE MAINT-ARR 2021 4/01/21 0S 20559 202104 320-53800-46200 * 3,930.00 MTELLY LANDSCAPE MAINT-ARR 2021 4/01/21 0S 20559 102104 320-53800-46200 * 3,930.00 MTELLY LANDSCAPE MAINT-ARR 2021 5/01/21 193658 202104 320-53800-46200 * 3,930.00 MTELLY LANDSCAPE MAINT-ARR 2021 5/01/21 219 202105 310-51300-35100 * 100.00 11FORMATICE TERE-APR 2021 5/01/21 219 202105 310-51300-35100 * 100.00 11FORMATICE NARR 2021 5/01/21 219 202105 310-51300-35100 * 100.00 11SEMENNATION SUC-AMR 201 5/01/21 219 202105 310-51300-35100 * 100.00 11SEMENNATION SUC-AMR 2021 5/01/21 219 202105 310-51300-35100 * 100.00 11SEMENNATION SUC-AMR 2021 5/01/21 219 202105 310-51300-35100 * 100.00 11SEMENNATION SUC-AMR 2021 5/01/21 219 202105 310-51300-35100 * 100.00 11SEMENNATION SUC-AMR 203 5/01/21 219 202105 310-51300-35100 * 300 5/01/21 219 202105 310-51300-51300 * 300 5/01/21 219 202105 310-51300-51300 * 300 5/01/21 219 202105 310-51300-51300 * 26

TAP2 TAPESTRY

MBYINGTON

AP300R *** CHECK DATES 07/21/2020 - 05/31/2021 *** TAPESTRY GENERAL FUND BANK A TAPESTRY-GENERAL	and the second second provide an exception of the	RUN 6/02/21	PAGE 8
CHECK VEND#INVOICEEXPENSED TO VENDOR DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	NAME STATUS	AMOUNT	AMOUNT #
5/13/21 00004 4/13/21 121833 202103 310-51300-31500 GEN.COUNSEL/MTHLY MEETING HOPPING GREEN & SAM	*	284.00	284.00 000407
5/13/21 00013 5/01/21 OS 21992 202105 320-53800-46200 MTHLY LANDSCAPE MAINT-MAY YELLOWSTONE LANDSCA	PE-SOUTHEAST LLC	3,930.00	3,930.00 000408
5/27/21 00016 5/25/21 6066-05- 202105 310-51300-31200 ARBITRAGE SER.2016	•	450.00	
AMTEC 5/27/21 00004 5/11/21 122313 202104 310-51300-31500 GEN COUNSEL/MTHLY MEETING	****	324.00	450.00 000409
HOPPING GREEN & SAM			324.00 000410
	TOTAL FOR BANK A TOTAL FOR REGISTER	568,501.01 568,501.01	

TAP2 TAPESTRY

MBYINGTON

SECTION 2



Community Development District

Unaudited Financial Reporting

April 30, 2021

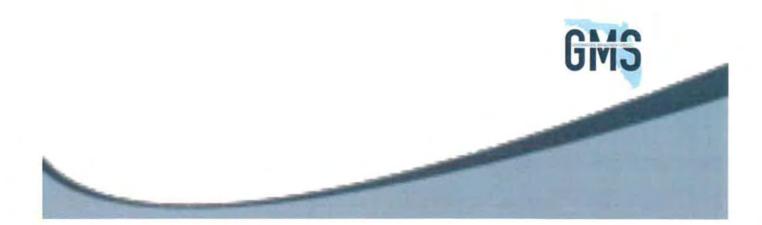


Table of Contents

Balance Sheet	
General Fund	
Debt Service Fund	
Capital Projects Fund	
Month to Month	
Long Term Debt Summary	
Assessment Receipt Schedule	

Community Development District

Combined Balance Sheet

April 30, 2021

		General Fund	De	bt Service Fund	l Projects und	Gove	Totals rnmental Fund
Assets:							
Cash	\$	894,255	\$	1.43	\$ 1.1	\$	894,25
Investments							
Series 2016							
Reserve	\$		\$	464,004	\$ 	\$	464,00
Revenue	\$	-	\$	171,279	\$	\$	171,27
Interest	\$	190	\$	163,263	\$ 1.4	\$	163,26
Principal	\$	4	\$	140,000	\$	\$	140,00
Construction	\$	-	\$	1.1.1.4	\$ 23	\$	2
Due From General Fund	\$	•	\$	11,007	\$ •	\$	11,00
Total Assets	\$	894,255	\$	949,552	\$ 23	5	1,843,83
Liabilities:							
Accounts Payable	\$	1,203	\$	4	\$	\$	1,20
Due to Developer	\$	5,150	\$		\$	\$	5,15
Due To Debt Service	\$	11,007	\$	÷.	\$ -	\$	11,00
Total Liabilities	\$	17,360	\$		\$ •	\$	17,36
Fund Balances:							
Unassigned	\$	876,895	\$		\$ 	\$	876,89
Assigned for Debt Service	\$		\$	949,552	\$ 1.0	\$	949,55
Assigned for Capital Projects	\$		\$		\$ 23	\$	2
Total Fund Balances	\$	876,895	\$	949,552	\$ 23	\$	1,826,47
Total Liabilities & Fund Balance	\$	894,255	\$	949,552	\$ 23	\$	1,843,83

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2021

		Adopted	Pro	sated Budget	-	Actual		
		1		i to thu/22	- 70-	= 047.W/23		Minute
Revenues								
Non-Ad Valorem Assessments	\$	203,354	5	203,354	\$	201,292	\$	[2,062
Interest	s	203,354	\$	203,334	5	201,292	5	[2,062
			_					
Total Revenues	\$	203,354	\$	203,354	\$	201,352	\$	(2,002
Expenditures:								
General & Administrative:								
Supervisor Fees	\$	4,000	\$	2,333	\$		\$	2,333
FICA Expense	\$	100	\$	58	\$		\$	51
Engineering	\$	10,000	\$	5,833	\$	625	\$	5,20
Attorney	\$	20,000	\$	11,667	\$	2,771	\$	8,89
Annual Audit	\$	3,500	\$		\$		\$	
Assessment Administration	5	2,500	\$	2,500	\$	2,500	\$	
Arbitrage	s	450	\$		\$		\$	
Dissemination	\$	3,500	\$	2,042	\$	2,042	\$	(0
Trustee Fees	5	3,500	5		5		5	
Management Fees	\$	36,050	\$	21,029	\$	21,029	\$	(
Information Technology	\$	1,200	\$	700	\$	700	\$	ę
Telephone	\$	300	\$	175	5	700	s	17
Postage	\$	800	\$	467	\$	38	s	429
Insurance	\$	6,500	\$	6,500	5	6,189	\$	31
	s	1,000	\$	583	5		s	
Printing & Binding	5		s		5	28		550
Legal Advertising		2,500	+	1,458		149	\$	1,309
Other Current Charges	\$	1,000	\$	1,000	5	1,065	\$	(65
Office Supplies	\$	500	\$	292	\$	2	\$	290
Property Appraiser	\$	300	\$	300	\$	303	\$	(3
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	
Total General & Administrative:	\$	97,875	\$	57,113	\$	37,614	\$	19,498
Operations and Maintenance Expenses								
Field Expenses								
Field Management	\$	7,725	\$	4,506	\$	4,506	\$	1.19
Property Insurance	\$	4,500	\$	4,500	\$	-	\$	4,500
Landscape Maintenance	\$	47,160	\$	27,510	\$	27,510	\$	
Landscape Contingency	\$	5,490	\$	3,203	\$	700	\$	2,503
Lake Maintenance	\$	7,354	\$	4,290	\$	4,165	\$	125
Stormwater Maintenance	\$	10,000	\$	5,833	\$		\$	5,833
Wetland Maintenance	\$	4,600	\$	2,683	\$		\$	2,683
PlantReplacement	\$	5,000	\$	2,917	\$		\$	2,917
Contingency	dingency \$	13,650	\$	7,963	5		\$	7,963
Total Operations and Maintenance Expenses	\$	105,479	\$	63,404	5	36,881	\$	26,523
		203,354	\$	120,517	\$	74,495	\$	46,022
Total Expenditures		******						
Total Expenditures Excess Revenues (Expenditures)	\$				s	126,856		22.10
		-			s \$	126,856 750,038		

Community Development District

Debt Service Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2021

	Adopted	Pro	rated Budget		Actual		
	Budget	Thr	u 04/30/21	Thr	1 04/30/21	_	Variance
Revenues							
Special Assessments	\$ 464,000	\$	464,000	\$	460,661	\$	(3,339)
Interest	\$ •	\$	•	\$	35	\$	35
Total Revenues	\$ 464,000	\$	464,000	\$	460,696	\$	(3,304)
Expenditures:							
General & Administrative:							
Interest Payment - 11/1	\$ 163,263	\$	163,263	\$	163,263	\$	- (e
Principal Payment - 5/1	\$ 140,000	\$	4	\$		\$	
Interest Payment - 5/1	\$ 163,263	\$	·••	\$	ę	\$	
Total Expenditures	\$ 466,525	\$	163,263	\$	163,263	\$	4
Other Sources/(Uses)							
Transfer In/(Out)	\$ ÷	\$	2	\$	(524)	\$	(524)
Total Other Financing Sources (Uses)	\$ *	\$		\$	(524)	\$	(524)
Excess Revenues (Expenditures)	\$ (2,525)			\$	296,910		
Fund Balance - Beginning	\$ 184,506			\$	652,643		
Fund Balance - Ending	\$ 181.981			s	949.552		
This balance briding	 101,001	_		-	717004		

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2021

	Ado	oted	Prorated	l Budget		Actual	
	Bud	get.	Thru 04	/30/21	Thr	204/30/21	Variance
Revenues							
Interest	\$	-	\$		\$	1	\$ 1
Total Revenues	\$		\$		\$	1	\$ 1
Expenditures:							
General & Administrative:							
Capital Outlay	\$	3	\$	20	\$	19,627	\$ (19,627)
Total Expenditures	\$		\$		\$	19,627	\$ (19,627)
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	524	\$ 524
Total Other Financing Sources (Uses)	\$		\$		\$	524	\$ 524
Excess Revenues (Expenditures)	\$				\$	(19,103)	
Fund Balance - Beginning	\$				\$	19,126	
Fund Balance - Ending	\$				\$	23	

Community Development District

Month to Month

	-		_		_		_	_	_		h to Mo		_		_			_				_	
		0a		Nov	D.	PUI	Ja	iñ.	Peb		M	ài	- 14	April 1		May	Diff		HI	Aug	Se	<u>p</u>	post
Revenues																							
Non-Ad Valorem Assessments	s		\$	14,226	5 1	77,026	5	2,246	s	2,985	5	2,223	\$	2,587	\$	- 5		- \$	- 5		. 5	- 5	201,293
Interest	\$	6	\$	6	\$	10	\$	12	\$	10	s	8	\$	7	5	- 5		- 5	- 5		- 5	- 5	59
Total Revenues	5	6	\$	14,232	\$ 1	77,036	5	2,257	\$	2,995	5	2,231	\$	2,594	\$	- 5		- 5	- 5		+ 5		201,352
Expenditores:																							
General & Administrative:																							
Supervisor Fees	s	4	\$		\$		5	4	\$		\$	- 61	\$		\$	- 5		- \$. 5		- 5	- 5	
FICA Expense	\$		5	-	\$	- 40	5		\$		\$		\$	-	\$	- 5		- 5	- 5		- 5	- 5	
Engineering	\$		5	281	\$		\$		\$	344	\$		\$		\$	- 5		. s	- 5		- 5	- 5	625
Attorney	5	188	5	628	\$	940	\$	71	\$	337	\$	284	\$	324	\$	- 5		- 5	- 5		- 5	. 5	2,771
Annual Audit	s		\$		\$	1.41	5		\$		\$		\$		\$	- 5		- 5	- 5		. 5	- 5	
Assessment Administration	\$	2,500	\$	*	\$	1.00	\$		5		\$		\$	-	\$	- 5		- 5	. 5		- 5	- 5	2,500
Arbitrage	\$		5		\$		5	1.1	\$	1.	5	3.4	5		\$	- 5		- 5	- \$		- \$	- 5	
Dissemination	\$	292	s	292	\$	292	\$	292	\$	292	5	292	\$	292	\$. 5	- 5		- 5	. 5	2,042
Trustee Fees	5		\$		\$		5		\$	1.4	\$		\$		5	- 5			- 5		- 5		
Management Fees	\$	3,004	\$	3,004	\$	3,004	\$	3,004	\$	3,004	5	3,004	\$	3,004	5	. \$		- 5	- 5		- 5	- 5	21,029
Information Technology	\$	100	\$	100	\$	100	\$	100	5	100	\$	100	\$	100	\$	- 5		- 5	- 5		- 5	- 5	700
Telephone	\$		\$		\$	1.1	\$		\$		s		5		5	- 5		- 5	- 5		- 5	- 5	
Postage	5	7	\$	3	5	12	5	4	5	1.	\$	7	s	5	\$	- 5		- 5	· 5		- 5	- 5	38
Insurance	\$	6,189	\$		\$		\$		\$	1.2	5		\$		5	- 5		- 5	- 5		- 5	. 5	6,189
Printing & Binding	\$	15	\$	2	\$	7	\$	2	5		5	2	\$	E 1	\$	- 5		- 5	- \$		- \$	- 5	28
Legal Advertising	\$		\$	149	5	-	5		\$		5	-	5		5	- \$		- 5	- 5		- 5	- \$	149
Other Current Charges	\$	27	\$	291	\$	147	\$	147	5	153	\$	146	5	154	\$	- 5		- 5	- 5		- 5	- 5	1,065
Office Supplies	5	1	\$	0	\$	0	5	0	5	1.5	s	0	5	1.11	\$	- 5		. 5	- 5		- 5	- 5	2
Property Appraiser	\$		5		5		s		\$	303	5		\$		5	. 5		. 5	- 5		- 5	- 5	303
Dues, Licenses & Subscriptions	\$	175			5	÷				-					\$. 5		- 5	- \$		- 5	- 5	175
Total General & Administrative:	5	12,496	1	4,750	\$	4,502	\$	3,619	\$	4,531	\$	3,836	\$	3,878	\$. 5		- 5	- 5		- 5	. 5	37,614
Operations and Maintenance Expenses																							
Field Expenses																							
Field Management	\$	644	\$	644	\$	644	\$	644	\$	644	\$	644	\$	644	\$	- \$		- 5	- 5		- 5	- 5	4,506
Property Insurance	5		5		\$		\$		\$		\$		\$		\$	- \$		- \$	- 5		- \$. 5	
Landscape Maintenance	s	3,930	\$	3,930	\$	3,930	\$	3,930	\$	3,930	\$	3,930	\$	3,930	\$	- 5		- 5	- \$		- 5	- 5	27,510
Landscape Contingency	5		5		\$	700	\$	100	\$		\$	1.0	\$		\$	- 5		- \$	- 5		- \$	- \$	700
Lake Maintenance	\$	595	\$	595	\$	595	\$	595	\$	595	5	595	5	595	5	- 5		- 5	- 5		- 5	. 5	4,165
Stormwater Maintenance	\$		\$	*	\$		\$		5	4	\$		\$		\$	- 5		- 5	- 5		- \$	- 5	
Wetland Maintenance	\$		\$	-	\$		5		\$		\$		\$		5	- 5		- 5	- 5		- 5	- 5	
PlantReplacement	5	3	\$	-	5		\$		\$	1.01	\$		\$	÷	\$	- 5		- 5	- 5		- 5	- 5	
Contingency	\$		5		\$		\$	- e	\$		\$		\$		5	- 5		- \$	- 5		- \$	- 5	
Total Operations and Maintenance Expenses	5	5,169	\$	5,169	\$	5,869	\$	5,169	\$	5,169	\$	5,169	5	5,169	\$	- 5		- 5	- 5		- 5	- 1	36,881
Total Espenditures	\$	17,665	\$	9,919	\$	10,371	5	8,789	\$	9,700	5	9,005	\$	9,047	5	. 5	-	- 5	- 5		- 1	. 5	74/495
			1		\$ 1	65.565					-		-			-					-		

Community Development District

Long Term Debt Report

SERIES 2016, SPECIAL	ASSESSMENT REVENUE BONDS
INTEREST RATES:	3.625%, 4.250%, 4.800%, 5.000%
MATURITY DATE:	5/1/2046
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$464,000
RESERVE FUND BALANCE	\$464,004
BONDS OUTSTANDING - 4/1/16	\$7,285,000
LESS: MAY 1, 2017 (MANDATORY)	(\$120,000)
LESS: MAY 1, 2018 (MANDATORY)	(\$125,000)
LESS: MAY 1, 2019 (MANDATORY)	(\$130,000)
LESS: MAY 1, 2020 (MANDATORY)	(\$135,000)
CURRENT BONDS OUTSTANDING	\$6,775,000

Community Development District Special Assessment Receipts Series 2016 Fiscal Year 2021

						Net	\$203,312.45	\$464,046.22	\$667,358.67
						Gross	\$216,289.84	\$494,982.63	\$711,272.47
TOTAL ASSESSMENT LEVY							ASSESSED THROUGH COUNTY		
							30.41%	69.59%	100.00%
DATE	DESCRIPTION	GROSS AMT	COMMISSIONS	DISC/PENALTY	INTEREST	NET RECEIPTS	O&M Portion	DSF Portion	Total
11/06/20	ACH	\$3,895.49	74.38	\$176.67	\$0.00	\$3,644.44	\$1,108.23	\$2,536.21	\$3,644.44
11/20/20	ACH	\$45,853.11	880.37	\$1,834.22	\$0.00	\$43,138.52	\$13,117.93	\$30,020.59	\$43,138.52
12/10/20	ACH	\$596,416.91	11,451.20	\$23,857.55	\$0.00	\$561,108.16	\$170,626,59	\$390,481.57	\$561,108.16
12/10/20	ACH	\$703.44	13.85	\$10.54	\$0.00	\$679.05	\$206.49	\$472.56	\$679.05
12/22/20	ACH	\$21,535.03	415.59	\$755.20	\$0.00	\$20,364.24	\$6,192.53	\$14,171.71	\$20,364.24
01/08/21	ACH	\$1,469.90	28.51	\$44.10	\$0.00	\$1,397.29	\$424.90	\$972.39	\$1,397.29
01/08/21	ACH	\$6,299.12	122.21	\$188.98	\$0.00	\$5,987.93	\$1,820.86	\$4,167.07	\$5,987.93
02/08/21	ACH	\$186.55	3.73	\$0.00	\$0.00	\$182.82	\$55.59	\$127.23	\$182.82
02/08/21	ACH	\$10,035.63	196.62	\$205,10	\$0.00	\$9,633.91	\$2,929.56	\$6,704.35	\$9,633.91
03/08/21	ACH	\$7,544.78	149.19	\$84.96	\$0.00	\$7,310.63	\$2,223.08	\$5,087.55	\$7,310.63
04/12/21	ACH	\$1,656.44	33.13	\$0.00	\$0.00	\$1,623.31	\$493.63	\$1,129.68	\$1,623.31
04/12/21	ACH	\$7,031.98	140.47	\$8.80	\$0.00	\$6,882.71	\$2,092.95	\$4,789.76	\$6,882.71
	TOTAL	\$702,628.38	\$13,509.25	\$27,166.12	\$0.00	\$661,953.01	\$201,292.36	\$460,660.65	\$661,953.01

99%	Gross Percent Collected
\$8,644.09	Balance Remaining to Collect

SECTION 3

×.



MARY JANE ARRINGTON OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 27, 2021

Ms. Stacie Vanderbilt Recording Secretary Tapestry Community Development District 219 E. Livingston St. Orlando, FL 32801

RE: Tapestry Community Development District - Registered Voters

Dear Ms. Vanderbilt:

Thank you for your letter of April 15, 2021 requesting confirmation of the number of registered voters within the Tapestry Community Development District as of April 15, 2021.

The number of registered voters within the Tapestry CDD is 1,132 as of April 15, 2021.

If I can be of further assistance please contact me at 407.742.6000.

Respectfully yours,

my arrington

Mary Jane Arrington Supervisor of Elections





SECTION 4

NOTICE OF MEETINGS TAPESTRY COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2021

As required by Chapter 190 Florida Statutes, notice is being given that the Board of Supervisors of the **Tapestry Community Development District** does not meet on a regular basis but will separately publish notice of meetings at least seven days prior to each Board meeting to include the date, time and location of said meetings. 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 a meeting 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 Governmental Management Services - Central Florida, LLC District Manager