

**DEL WEBB
SUNCHASE**

**COMMUNITY DEVELOPMENT
DISTRICT**

June 1, 2026

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Del Webb Sunchase Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

<https://delwebbsunchasecdd.net/>

May 22, 2026

Board of Supervisors

Del Webb Sunchase Community Development District

Dear Board Members:

The Board of Supervisors of the Del Webb Sunchase Community Development District will hold a Regular Meeting on June 1, 2026 at 10:00 a.m. at the Holiday Inn Express and Suites Bradenton East-Lakewood Ranch, 5464 Lena Road, Bradenton, Florida 34211. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Steadfast Alliance Proposal for Pond Maintenance
4. Consideration of Resolution 2026-01, Approving a Proposed Budget for Fiscal Year 2026/2027 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2026-02, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date
6. Consideration of Resolution 2026-03, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
 - A. Amended Rules of Procedure
7. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2025, Prepared by Grau & Associates
 - A. Consideration of Resolution 2026-04, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2025
8. Discussion/Consideration/Ratification: Performance Measures/Standards & Annual Reporting Form

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- A. October 1, 2024 - September 30, 2025 [Posted]
 - 2025 Public Facilities Report / Annual Inspection Report
 - B. October 1, 2025 - September 30, 2026
9. Ratification Items
- A. Steadfast Environmental, LLC
 - I. Consent to Assignment and Amendment of the Agreement for Monthly Maintenance Services
 - III. Work Authorization No. 1 [Pond Maintenance Services]
 - B. Steadfast Alliance
 - I. Agreement for Pond Fountain Cleaning & Maintenance Services
 - II. Estimate for Pond 2 Fish Stocking
 - III. Estimate for Pond 7 Fish Stocking
 - C. Wrathell, Hunt & Associates, LLC Invoice #WHAFO001 [Project Mapping and Design]
 - D. Amazing Signs Invoice INV-3177 [Danger Aluminum Signs and Galvanized Poles]
 - E. Stormwater Improvements, Ponds 24 and 25
 - I. Pulte Home Company, LLC Bill of Sale and Limited Assignment
 - II. District Engineer's Certificate
 - F. Del Webb Sunchase Community Association, Inc. License Agreement Regarding Landscape and Hardscape Maintenance
 - G. Sunnygrove Landscape & Irrigation Maintenance, LLC Agreement for Pond Bank Maintenance Services
 - H. CRS Acquisition Company 1, LLC Easement Agreement for Access and Maintenance for Certain Stormwater Improvements
10. Acceptance of Unaudited Financial Statements as of April 30, 2026
11. Approval of September 3, 2025 Public Hearings and Regular Meeting Minutes
12. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Clearview Land Design*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- FY26 Insurance Property Schedules
- UPCOMING MEETINGS
 - July 6, 2026 at 10:00 AM
 - August 3, 2026 at 10:00 AM [Adoption of FY2027 Budget]
- QUORUM CHECK

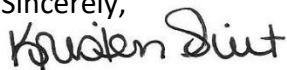
SEAT 1	BRADY LEFERE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	RAY APONTE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	KAT LAWLER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MELISA SGRO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ALEX MALECKI	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

13. Board Members' Comments/Requests

14. Public Comments

15. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,


Kristen Suit
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

3

2026

STEADFAST

ALLIANCE



WRATHELL, HUNT, & ASSOCIATES

Proposal for Pond Maintenance:

Del Webb Sunchase

Ranch Oak Pkwy, Parrish, FL 34219



4/29/2026

Wrathell, Hunt, & Associates

2300 Glades Rd Suite 410W, Boca Raton, FL 33431

Attn: Kristen Suit

We greatly appreciate the opportunity to bid on this project for you.

Attached is the agreement for waterway services at Del Webb Sunchase CDD.

Program to consist of areas #1-8 & 24-25 as indicated on attached map.

Area to be serviced measures 15,573 LF & 21.35 AC.

Occurrence: 2 events/month

Annual Cost: \$16,380.00

(\$1365.00 per month)

Special services can also be provided outside of the routine monthly maintenance at the Board's request.

These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Kevin Riemensperger

Steadfast Contractors Alliance, LLC.

Kevin Riemensperger, Aquatics Division Manager

Maintenance Contract

Aquatic Maintenance Program

1. **Algaecide Application:** John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algaecide approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur as listed per month, spaced evenly (pending weather) with additional services available on request.¹
2. **Herbicide Application:** Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge. Treatment events to occur with the same frequency of algaecide applications.²
3. **Submersed Vegetation Control:** Submersed Vegetation Control: Treatments with EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Tapegrass, Dwarf Babytears, Chara, etc. Applications to cover entirety of ponds equal to or lesser than 1 surface acre. In ponds greater than 1 surface acre, applications to cover waters 10 feet from shoreline areas & littoral zones, with additional treatment to be provided as a separate proposal at an additional cost.
4. **Debris Collection:** Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
5. **Pond Dye Application:** Available on request in ponds one acre or less. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
6. **Outflow Inspections:** Water Outflow / Drainage System Inspection: At the commencement of the contract, Steadfast will require notification of known drainage issues. Throughout the contract, outflow structures will be periodically inspected to insure proper drainage/functionality.*³

Enhancement Services: Not included as part of the routine maintenance scope. These services can be provided as a separate proposal at an additional cost if desired

1. **Physical & Mechanical Removals of Invasive/Exotic Vegetation.** – Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
2. **Planting of Native & Desirable, Low-lying Aquatic Vegetation** – Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
3. **Aquatic Fountain & Aeration Installation** – Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
4. **Native Fish Stocking** – Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
5. **Triploid Grass Carp Stocking** – Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
6. **Excess Trash/Oversize Object Collection Visits** – Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
7. **Seasonal Midge Fly Treatments** – Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

**These services to be performed at Steadfast's discretion, and for the success of the aquatic maintenance program. ¹ There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. ² Herbicide applications may be reduced during the rainy season/in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. ³ Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.*

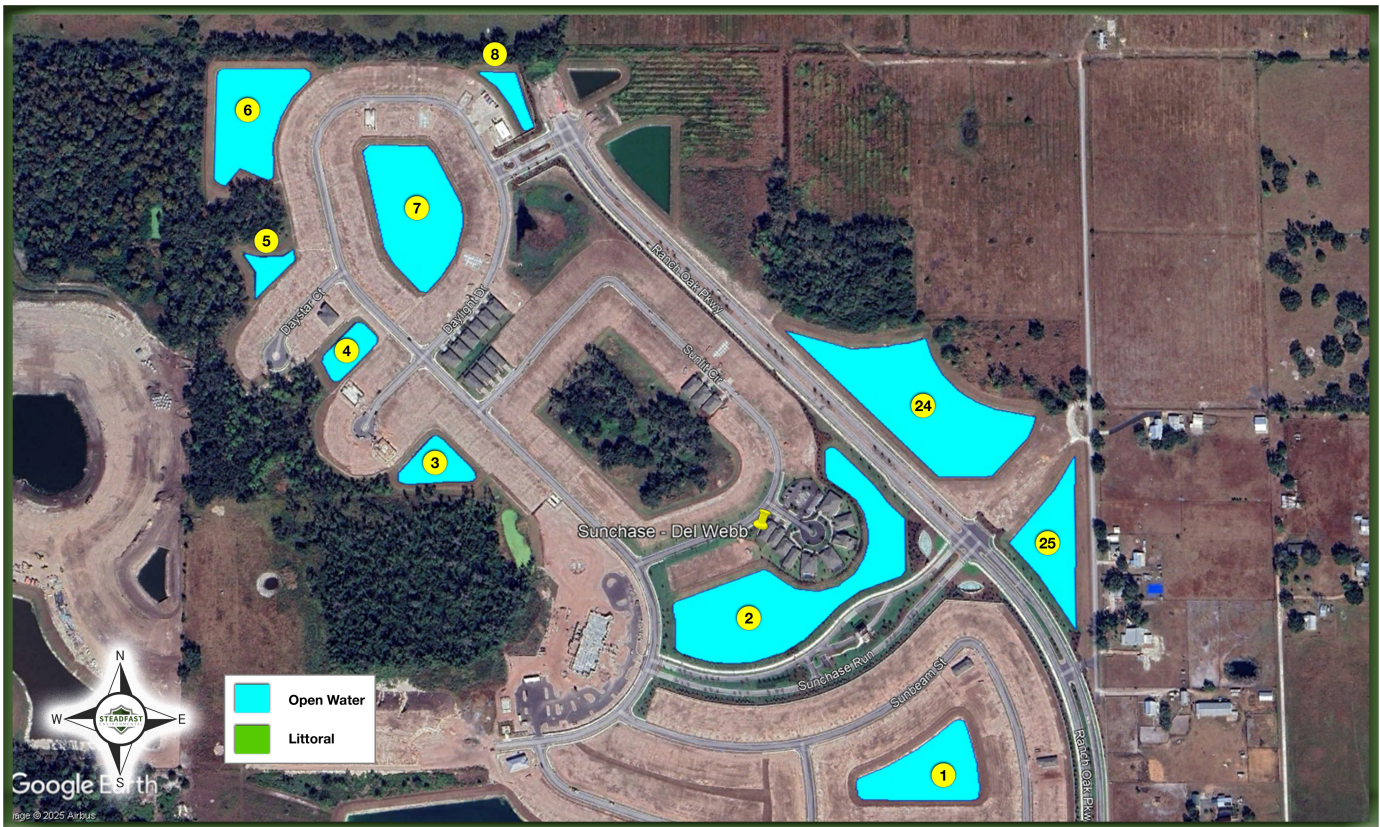
Service Area



DEL WEBB SUNCHASE

Ranch Oak Pkwy, Parrish, FL

Gate Code:



Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work herein above. Proof of insurance and necessary licenses will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / Steadfast Environmental, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

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

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____ 2026.

Matt Goldrick

Steadfast Representative

Account Manager

Title

Signature of Owner or Agent

Title



Aquatic Maintenance Contract

The Contractor's performance under this Agreement shall be excused without penalty to the extent the Contractor is unable to perform due to circumstances beyond its commercially reasonable control, including but not limited to:

- Accidents, acts of God, or extreme weather conditions
- Inability to secure labor and/or materials
- Fire, earthquake, or other natural disasters
- Rules, regulations, or restrictions imposed by any governmental authority
- National or regional emergencies, epidemics, pandemics, or other health-related outbreaks not caused by either party
- Other delays or failures resulting from causes beyond the Contractor's reasonable control

For the purposes of this Agreement, the parties specifically agree that water conservation regulations or guidelines are included within the aforementioned governmental restrictions. The Contractor shall not be held liable for any failure to perform as a direct or indirect result of compliance with, or good faith efforts to comply with, state or local water regulations or mandates.

This contract shall be deemed withdrawn unless executed within ninety (90) days of the date of this document.

We appreciate the opportunity to submit this agreement and look forward to the possibility of becoming part of your team, working together to achieve exceptional results.

By signing this agreement in the space provided below, the undersigned Client signatory represents and warrants that they have full authority to enter into this agreement on their own behalf and on behalf of the record owner of the service area. The Client further acknowledges that this agreement constitutes a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____, _____.

Client

Steadfast _____

Signature of Representative

Signature of Owner or Agent

Title

Title

Billing Information

Client Business Name:		Client Contact Name:	
Client Contract Number:		Client Contact Email:	
Billing Business Name:		Billing Contact Name:	
Billing Contact Phone:		Billing Contact Address:	

Any special billing requirements or notes:

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 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 Del Webb Sunchase Community Development District (“**District**”) prior to June 15, 2026, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027**”); 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 DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2026/2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **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 3, 2026
HOUR:	10:00 a.m.
LOCATION:	Holiday Inn Express and Suites Bradenton East-Lakewood Ranch 5464 Lena Road Bradenton, Florida 34211

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee 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 1st day of June, 2026.

ATTEST:

**DEL WEBB SUNCHASE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2027**

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
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**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 85,334				\$ 106,692
Allowable discounts (4%)	(3,413)				(4,268)
Assessment levy: on-roll - net	81,921	82,070	-	82,070	102,424
Landowner contribution	\$ 149,170	\$ 27,174	\$ 83,608	\$ 110,782	186,508
Total revenues	<u>231,091</u>	<u>109,244</u>	<u>83,608</u>	<u>192,852</u>	<u>288,932</u>
EXPENDITURES					
Professional & administrative					
Supervisors	-	-	-		-
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	2,209	20,000	22,209	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	2,000	1,000	1,000	2,000	2,000
EMMA software service	2,500	-	2,500	2,500	2,500
Trustee	5,500	-	5,500	5,500	5,500
Telephone	183	100	83	183	183
Postage	500	-	500	500	500
Printing & binding	458	250	208	458	458
Legal advertising	1,500	429	1,071	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,700	5,000	700	5,700	5,700
Meeting room rental	-	1,542	-	1,542	-
Contingencies/bank charges	1,500	-	1,500	1,500	1,500
Tax Collector	2,560	-	-	-	3,201
Meeting room rental	2,000	-	-	-	2,000
Website hosting & maintenance	705	2,700	-	2,700	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>106,491</u>	<u>37,405</u>	<u>65,272</u>	<u>102,677</u>	<u>107,132</u>
Field operations					
Pond mowing	57,600	28,800	28,800	57,600	124,800
Pond maintenance	15,000	11,775	3,225	15,000	32,000
Wetland/mitigation monitoring & maintenanc	25,000	1,050	4,000	5,050	5,000
Fountain repairs/ maintenance	5,000	1,200	3,800	5,000	10,000
General repairs/ supplies	10,000	-	5,000	5,000	10,000
Utilities					
Common area electric (pond fountains)	12,000	2,457	-	2,457	-
Total field operations	<u>124,600</u>	<u>45,282</u>	<u>44,825</u>	<u>90,107</u>	<u>181,800</u>
Total expenditures	<u>231,091</u>	<u>82,687</u>	<u>110,097</u>	<u>192,784</u>	<u>288,932</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	26,557	(26,489)	68	-
Fund balance - beginning (unaudited)	-	(68)	26,489	(68)	-
Fund balance - ending (projected)	-	26,489	-	-	-
Unassigned	-	-	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ 26,489</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
EMMA software service	2,500
Trustee	5,500
Telephone	183
Postage	500
<p>Telephone and fax machine.</p>	
Printing & binding	458
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	1,500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Annual special district fee	175
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Insurance	5,700
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Contingencies/bank charges	1,500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Tax Collector	3,201
Meeting room rental	2,000
Website hosting & maintenance	705
Website ADA compliance	210
Pond mowing	124,800
<p>Pond maintenance</p>	
<p>Wetland/mitigation monitoring & maintenance</p>	
<p>Fountain repairs/ maintenance</p>	
<p>General repairs/ supplies</p>	
Utilities	
<p>Common area electric (pond fountains)</p>	
Total expenditures	<u>\$288,932</u>

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2025
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ 480,055				\$ 480,055
Allowable discounts (4%)	(19,202)				(19,202)
Net assessment levy - on-roll	460,853	\$ 461,799	\$ -	\$ 461,799	460,853
Assessment levy: off-roll	-	-	-	-	-
Developer contribution	-	-	-	-	-
Interest	-	6,618	\$ -	6,618	-
Total revenues	460,853	468,417	-	468,417	460,853
EXPENDITURES					
Debt service					
Principal	95,000	-	95,000	95,000	100,000
Interest	370,720	195,576	175,144	370,720	346,249
Tax collector	14,402	13,826	576	14,402	14,402
Underwriter's discount	-	-	-	-	-
Cost of issuance	-	-	-	-	-
Total expenditures	480,122	209,402	270,720	480,122	460,651
Excess/(deficiency) of revenues over/(under) expenditures	(19,269)	259,015	(270,720)	(11,705)	202
Fund balance:					
Beginning fund balance (unaudited)	-	420,999	680,014	420,999	409,294
Ending fund balance (projected)	\$ (19,269)	\$ 680,014	\$ 409,294	\$ 409,294	409,496
Use of fund balance:					
Debt service reserve account balance (required)					(223,226)
Interest expense - November 1, 2027					(170,999)
Projected fund balance surplus/(deficit) as of September 30, 2027					<u>\$ 15,271</u>

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/26			173,124.38	173,124.38	6,435,000.00
05/01/27	100,000.00	4.250%	173,124.38	273,124.38	6,335,000.00
11/01/27			170,999.38	170,999.38	6,335,000.00
05/01/28	105,000.00	4.250%	170,999.38	275,999.38	6,230,000.00
11/01/28			168,768.13	168,768.13	6,230,000.00
05/01/29	110,000.00	4.250%	168,768.13	278,768.13	6,120,000.00
11/01/29			166,430.63	166,430.63	6,120,000.00
05/01/30	115,000.00	4.250%	166,430.63	281,430.63	6,005,000.00
11/01/30			163,986.88	163,986.88	6,005,000.00
05/01/31	120,000.00	4.650%	163,986.88	283,986.88	5,885,000.00
11/01/31			161,196.88	161,196.88	5,885,000.00
05/01/32	125,000.00	4.650%	161,196.88	286,196.88	5,760,000.00
11/01/32			158,290.63	158,290.63	5,760,000.00
05/01/33	130,000.00	4.650%	158,290.63	288,290.63	5,630,000.00
11/01/33			155,268.13	155,268.13	5,630,000.00
05/01/34	135,000.00	4.650%	155,268.13	290,268.13	5,495,000.00
11/01/34			152,129.38	152,129.38	5,495,000.00
05/01/35	145,000.00	4.650%	152,129.38	297,129.38	5,350,000.00
11/01/35			148,758.13	148,758.13	5,350,000.00
05/01/36	150,000.00	5.450%	148,758.13	298,758.13	5,200,000.00
11/01/36			144,670.63	144,670.63	5,200,000.00
05/01/37	160,000.00	5.450%	144,670.63	304,670.63	5,040,000.00
11/01/37			140,310.63	140,310.63	5,040,000.00
05/01/38	170,000.00	5.450%	140,310.63	310,310.63	4,870,000.00
11/01/38			135,678.13	135,678.13	4,870,000.00
05/01/39	180,000.00	5.450%	135,678.13	315,678.13	4,690,000.00
11/01/39			130,773.13	130,773.13	4,690,000.00
05/01/40	185,000.00	5.450%	130,773.13	315,773.13	4,505,000.00
11/01/40			125,731.88	125,731.88	4,505,000.00
05/01/41	200,000.00	5.450%	125,731.88	325,731.88	4,305,000.00
11/01/41			120,281.88	120,281.88	4,305,000.00
05/01/42	210,000.00	5.450%	120,281.88	330,281.88	4,095,000.00
11/01/42			114,559.38	114,559.38	4,095,000.00
05/01/43	220,000.00	5.450%	114,559.38	334,559.38	3,875,000.00
11/01/43			108,564.38	108,564.38	3,875,000.00
05/01/44	235,000.00	5.450%	108,564.38	343,564.38	3,640,000.00
11/01/44			102,160.63	102,160.63	3,640,000.00
05/01/45	245,000.00	5.450%	102,160.63	347,160.63	3,395,000.00
11/01/45			95,484.38	95,484.38	3,395,000.00
05/01/46	260,000.00	5.625%	95,484.38	355,484.38	3,135,000.00
11/01/46			88,171.88	88,171.88	3,135,000.00
05/01/47	275,000.00	5.625%	88,171.88	363,171.88	2,860,000.00
11/01/47			80,437.50	80,437.50	2,860,000.00
05/01/48	290,000.00	5.625%	80,437.50	370,437.50	2,570,000.00
11/01/48			72,281.25	72,281.25	2,570,000.00
05/01/49	310,000.00	5.625%	72,281.25	382,281.25	2,260,000.00

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2025 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/49			63,562.50	63,562.50	2,260,000.00
05/01/50	325,000.00	5.625%	63,562.50	388,562.50	1,935,000.00
11/01/50			54,421.88	54,421.88	1,935,000.00
05/01/51	345,000.00	5.625%	54,421.88	399,421.88	1,590,000.00
11/01/51			44,718.75	44,718.75	1,590,000.00
05/01/52	365,000.00	5.625%	44,718.75	409,718.75	1,225,000.00
11/01/52			34,453.13	34,453.13	1,225,000.00
05/01/53	385,000.00	5.625%	34,453.13	419,453.13	840,000.00
11/01/53			23,625.00	23,625.00	840,000.00
05/01/54	410,000.00	5.625%	23,625.00	433,625.00	430,000.00
11/01/54			12,093.75	12,093.75	430,000.00
05/01/55	430,000.00	5.625%	12,093.75	442,093.75	-
11/01/55					
Total	6,435,000.00		6,621,866.25	13,056,866.25	

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

On-Roll Assessments

Phase 1

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 O&M Assessment per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
SF 40'	97	\$ 305.71	\$ 1,075.15	\$ 1,380.86	\$ 1,319.66
SF 50'	160	305.71	1,343.94	1,649.65	\$ 1,588.45
SF 60'	92	305.71	1,747.12	2,052.83	\$ 1,991.63
Total	349				

Landowner Contribution

Future Phases

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2027 Landowner Contribution per Unit</u>	<u>FY 2027 DS Assessment per Unit</u>	<u>FY 2027 Total Assessment per Unit</u>	<u>FY 2026 Total Assessment per Unit</u>
SF 40'	167	Dev. Contribution	\$ -	\$ -	n/a
SF 50'	315	Dev. Contribution	-	-	n/a
SF 60'	174	Dev. Contribution	-	-	n/a
Total	656				

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

5

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2026/2027 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2026/2027 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2026/2027 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2026/2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of June, 2026.

ATTEST:

**DEL WEBB SUNCHASE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2026/2027 MEETING SCHEDULE		
LOCATION		
<i>Holiday Inn Express and Suites Bradenton East-Lakewood Ranch 5464 Lena Road, Bradenton, Florida 34211</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2026	Regular Meeting	10:00 AM
November 2, 2026	Regular Meeting	10:00 AM
December 7, 2026	Regular Meeting	10:00 AM
January 4, 2027	Regular Meeting	10:00 AM
February 1, 2027	Regular Meeting	10:00 AM
March 1, 2027	Regular Meeting	10:00 AM
April 5, 2027	Regular Meeting	10:00 AM
May 3, 2027	Regular Meeting	10:00 AM
June 7, 2027	Regular Meeting	10:00 AM
July 5, 2027	Regular Meeting	10:00 AM
August 2, 2027	Regular Meeting	10:00 AM
September 6, 2027	Regular Meeting	10:00 AM

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION 2026-03

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on August 3, 2026, at 10:00 a.m., at the Holiday Inn Express & Suites Bradenton East-Lakewood Ranch, 5464 Lena Road, Bradenton, Florida 34211.

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 1st day of June, 2026.

ATTEST:

**DEL WEBB SUNCHASE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

6A

**RULES OF PROCEDURE
DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
RULE NO. _____**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

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

Adjournment

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

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

(5) Notice of Rulemaking.

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

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

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

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

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

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

(7) Withdrawal of Proposed Rules.

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

(8) Rule Development Workshops.

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

(9) Petitions to Initiate Rulemaking.

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

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

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

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

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

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

(10) Public Hearing.

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

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

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

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

(11) Emergency Rule Adoption.

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

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

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

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

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

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

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

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

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

Rule 3.0 Competitive Purchase.

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

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

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(2) Suspension, Revocation, or Denial of Qualification

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

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

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

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

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

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

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

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

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

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

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

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be

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

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

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

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

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

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

Rule 4.0 Effective Date.

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

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

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

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

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**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2025**

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Del Webb Sunchase Community Development District
Manatee County, Florida

Report on the Audit of the Financial Statements

Opinions

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

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

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 21, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Gran & Associates

May 21, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS

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

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Governmental Accounting Standards Board Statement ("GASB") No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments* issued June 1999. Comparative information between the current year and the prior year is required to be presented in the Management's Discussion and Analysis ("MD&A"). However, because this is the first year of significant operations of the District, comparative information is excluded in this report. Subsequent reports will include the comparative information.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$500,400).
- The change in the District's total net position was (\$500,400), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported a combined ending fund balance of \$416,826 an increase of \$416,826 compared with the prior period. The total fund balance is restricted for debt service, and the remainder is unassigned deficit fund balance.

OVERVIEW OF FINANCIAL STATEMENTS

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

Government-Wide Financial Statements

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

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

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

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

Fund Financial Statements

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

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

GOVERNMENT-WIDE FINANCIAL ANALYSIS

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

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

NET POSITION	
SEPTEMBER 30,	
	<u>2025</u>
Current and other assets	\$ 459,567
Capital assets, net of depreciation	<u>5,774,557</u>
Total assets	<u>6,234,124</u>
Current liabilities	205,721
Long-term liabilities	<u>6,528,803</u>
Total liabilities	<u>6,734,524</u>
Net position	
Net investment in capital assets	(758,351)
Restricted	258,019
Unrestricted	<u>(68)</u>
Total net position	<u>\$ (500,400)</u>

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

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

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

CHANGES IN NET POSITION	
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	<u>2025</u>
Revenues:	
Program revenues	
Operating grants and contributions	\$ 72,490
Capital grants and contributions	686
Total revenues	<u>73,176</u>
Expenses:	
General government	71,500
Maintenance and operations	683
Interest	162,980
Cost of issuance	338,413
Total expenses	<u>573,576</u>
Change in net position	<u>(500,400)</u>
Net position - beginning	-
Net position - ending	<u>\$ (500,400)</u>

As noted above and in the statement of activities, the cost of all governmental activities during fiscal year ended September 30, 2025 was \$573,576. The costs of the District's activities were funded by program revenues, which are comprised of Developer contributions.

GENERAL BUDGETING HIGHLIGHTS

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

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$5,774,557 invested in capital assets for its governmental activities. As of September 30, 2025, no depreciation has been taken. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$6,530,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is anticipated that the general operations of the District will increase as the District continues to be developed.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Del Webb Sunchase Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 12,207
Due from Developer	20,747
Restricted assets:	
Investments	426,613
Capital assets:	
Nondepreciable	5,774,557
Total assets	6,234,124
 LIABILITIES	
Accounts and contracts payable	21,172
Developer advance	11,102
Unearned revenue	5,539
Due to Developer	4,928
Accrued interest payable	162,980
Non-current liabilities:	
Due within one year	95,000
Due in more than one year	6,433,803
Total liabilities	6,734,524
 NET POSITION	
Net investment in capital assets	(758,351)
Restricted for debt service	258,019
Unrestricted	(68)
Total net position	\$ (500,400)

See notes to the financial statements

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense)</u>
		<u>Operating</u>	<u>Capital</u>	<u>Revenue and</u>
		<u>Grants and</u>	<u>Grants and</u>	<u>Changes in Net</u>
		<u>Contributions</u>	<u>Contributions</u>	<u>Position</u>
				<u>Governmental</u>
				<u>Activities</u>
Primary government:				
Governmental activities:				
General government	\$ 71,500	\$ 65,365	\$ 686	\$ (5,449)
Maintenance and operations	683	-	-	(683)
Interest on long-term debt	162,980	7,125	-	(155,855)
Cost of issuance	338,413	-	-	(338,413)
Total governmental activities	573,576	72,490	686	(500,400)
				(500,400)
				-
				\$ (500,400)

See notes to the financial statements

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
ASSETS				
Cash and cash equivalents	\$ 12,207	\$ -	\$ -	\$ 12,207
Investments	-	425,927	686	426,613
Due from other funds	-	4,928	-	4,928
Due from Developer	16,632	-	4,115	20,747
Total assets	<u>\$ 28,839</u>	<u>\$ 430,855</u>	<u>\$ 4,801</u>	<u>\$ 464,495</u>
LIABILITIES				
Liabilities:				
Accounts and contracts payable	\$ 11,453	\$ 4,928	\$ 4,791	\$ 21,172
Due to other funds	4,928	-	-	4,928
Due to Developer	-	4,928	-	4,928
Developer advance	11,102	-	-	11,102
Unearned Revenue	1,424	-	4,115	5,539
Total liabilities	<u>28,907</u>	<u>9,856</u>	<u>8,906</u>	<u>47,669</u>
FUND BALANCES				
Restricted for:				
Debt service	-	420,999	-	420,999
Unassigned	(68)	-	(4,105)	(4,173)
Total fund balances	<u>(68)</u>	<u>420,999</u>	<u>(4,105)</u>	<u>416,826</u>
Total liabilities and fund balances	<u>\$ 28,839</u>	<u>\$ 430,855</u>	<u>\$ 4,801</u>	<u>\$ 464,495</u>

See notes to the financial statements

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

Fund balance - governmental funds \$ 416,826

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

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

Capital assets, net	5,774,557	
Accumulated depreciation	-	5,774,557

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

Accrued interest payable	(162,980)	
Unamortized original issue discount	1,197	
Bonds payable	(6,530,000)	(6,691,783)
Net position of governmental activities		\$ (500,400)

See notes to the financial statements

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Developer contributions	\$ 65,365	\$ -	\$ -	\$ 65,365
Interest	-	7,125	686	7,811
Total revenues	65,365	7,125	686	73,176
EXPENDITURES				
Current:				
General government	64,750	6,750	-	71,500
Maintenance	683	-	-	683
Debt service:				
Bond issuance costs	-	338,413	-	338,413
Capital outlay	-	-	5,774,557	5,774,557
Total expenditures	65,433	345,163	5,774,557	6,185,153
Excess (deficiency) of revenues over (under) expenditures	(68)	(338,038)	(5,773,871)	(6,111,977)
OTHER FINANCING SOURCES (USES)				
Bond proceeds	-	760,234	5,769,766	6,530,000
Original issue discount	-	(1,197)	-	(1,197)
Total other financing sources (uses)	-	759,037	5,769,766	6,528,803
Net change in fund balances	(68)	420,999	(4,105)	416,826
Fund balances - beginning	-	-	-	-
Fund balances - ending	\$ (68)	\$ 420,999	\$ (4,105)	\$ 416,826

See notes to the financial statements

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

Net change in fund balances - total governmental funds	\$ 416,826
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	5,774,557
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(6,530,000)
Governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	1,197
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>(162,980)</u>
Change in net position of governmental activities	<u>\$ (500,400)</u>

See notes to the financial statements

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Del Webb Sunchase Community Development District ("District") was established effective September 25, 2024 by Ordinance 24-80 enacted by the County Commission of the Manatee County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

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

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2025, all five Board members are affiliated with Pulte Home Company, LLC (the "Developer").

The Board has the responsibility for:

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

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

The District reports the following major governmental funds:

General Fund

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

Debt Service Fund

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

Capital Projects Fund

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

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

Deposits and Investments

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

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

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

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

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

Prepaid Items

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

Capital Assets

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Unearned Revenue

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

Long-Term Obligations

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

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

Deferred Outflows/Inflows of Resources

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

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

Fund Equity/Net Position

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

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

Other Disclosures

Use of Estimates

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

NOTE 3 – BUDGETARY INFORMATION

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

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

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

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

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

	<u>Amortized Cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
First American Government Oblig Fund Class X	\$ 426,613	S&P AAAM	Weighted average of the fund portfolio: 45 days
	<u>\$ 426,613</u>		

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

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

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

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

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

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

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

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

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

NOTE 5 – INTERFUND RECEIVABLES AND PAYABLES

Interfund receivables and payables at September 30, 2025 were as follows:

<u>Fund</u>	<u>Receivable</u>	<u>Payable</u>
General	\$ -	\$ 4,928
Debt service	4,928	-
Total	<u>\$ 4,928</u>	<u>\$ 4,928</u>

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balances between the general fund and the debt service fund relate to funds collected in the general fund that have not yet been transferred to the debt service fund for payment.

NOTE 6 – CAPITAL ASSETS

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

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure under construction	\$ -	\$ 5,774,557	\$ -	\$ 5,774,557
Total capital assets, not being depreciated	-	5,774,557	-	5,774,557
Governmental activities capital assets, net	\$ -	\$ 5,774,557	\$ -	\$ 5,774,557

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$16,854,274. A portion of the project costs was expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities. During the current fiscal year, the Developer was reimbursed \$5,769,766 from the District to acquire the Phase 1 Improvements.

NOTE 7 – LONG-TERM LIABILITIES

Series 2025

On April 10, 2025, the District issued \$6,530,000 of Special Assessment Bonds, Series 2025, consisting of various Term Bonds with due dates from May 1, 2030 to May 1, 2055 and fixed interest rates ranging from 4.25% to 5.625%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2026 through May 1, 2055.

The Series 2025 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

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

Long-term Debt Activity

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

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2025	\$ -	\$ 6,530,000	\$ -	\$ 6,530,000	\$ 95,000
Less: bond discount	-	(1,197)	-	(1,197)	-
Total	\$ -	\$ 6,528,803	\$ -	\$ 6,528,803	\$ 95,000

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity (Continued)

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

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2026	\$ 95,000	\$ 370,720	\$ 465,720
2027	100,000	346,249	446,249
2028	105,000	341,999	446,999
2029	110,000	337,536	447,536
2030	115,000	332,861	447,861
2031-2035	655,000	1,581,744	2,236,744
2036-2040	845,000	1,400,381	2,245,381
2041-2045	1,110,000	1,142,596	2,252,596
2046-2050	1,460,000	799,875	2,259,875
2051-2055	1,935,000	338,625	2,273,625
Total	<u>\$ 6,530,000</u>	<u>\$ 6,992,586</u>	<u>\$ 13,522,586</u>

NOTE 8 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operation of the District. In connection with that agreement, Developer contributions to the general fund were \$65,365. In addition, the District has recorded a receivable from the Developer in the general fund of \$16,632 as of September 30, 2025.

NOTE 9 – CONCENTRATION

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

NOTE 10 – MANAGEMENT COMPANY

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

NOTE 11 – RISK MANAGEMENT

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

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

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original & Final		
REVENUES			
Developer contributions	\$ 81,873	\$ 65,365	\$ (16,508)
Total revenues	81,873	65,365	(16,508)
EXPENDITURES			
Current:			
General government	81,873	64,750	17,123
Maintenance	-	683	(683)
Total expenditures	81,873	65,433	16,440
Excess (deficiency) of revenues over (under) expenditures	\$ -	(68)	\$ (68)
Fund balance - beginning		-	
Fund balance - ending		\$ (68)	

See notes to required supplementary information

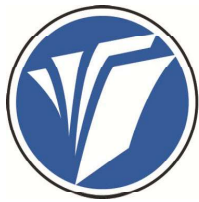
**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

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

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

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
MANATEE COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	2
Employee compensation	\$0
Independent contractor compensation	\$65,448
Construction projects to begin on or after October 1; (\$65K)	Series 2025
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - N/A Debt service - N/A
Special assessments collected	\$0
Outstanding Bonds:	See Note 7



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

To the Board of Supervisors
Del Webb Sunchase Community Development District
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Del Webb Sunchase Community Development District, Manatee County, Florida (the "District") as of and for the fiscal year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated May 21, 2026.

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Grau & Associates

May 21, 2026



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

To the Board of Supervisors
Del Webb Sunchase Community Development District
Manatee County, Florida

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

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

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

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

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

Grau & Associates

May 21, 2026



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

To the Board of Supervisors
Del Webb Sunchase Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Del Webb Sunchase Community Development District ("District"), Manatee County, Florida as of and for the fiscal year ended September 30, 2025 and have issued our report thereon dated May 21, 2026.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 21, 2026, should be considered in conjunction with this management letter.

Purpose of this Letter

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

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

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

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

Grau & Associates

May 21, 2026

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

Not Applicable.

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

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

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

Not Applicable.

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

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

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

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

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2025. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2026-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB
SUNCHASE COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR
ENDED SEPTEMBER 30, 2025**

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2025;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT;**

1. The Audited Financial Report for Fiscal Year 2025, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2025, for the period ending September 30, 2025; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2025 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 1st day of June, 2026.

ATTEST:

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

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**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

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DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

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

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

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

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No Not Applicable

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes No Not Applicable

2. INFRASTRUCTURE AND FACILITIES MAINTENANCE

Goal 2.1 District Infrastructure and Facilities Inspections

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

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No Not Applicable

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes No Not Applicable

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

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

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

Achieved: Yes No Not Applicable

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No Not Applicable

Audit not required. AFR submitted 6/9/25

Kristen Sjust

District Manager

Kristen Sjust

Print Name

11/20/24

Date

[Signature]

Chair/Vice Chair, Board of Supervisors

Brady Lefler

Print Name

11-20-24

Date

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT 2025 PUBLIC FACILITIES REPORT / ANNUAL INSPECTION REPORT

I. PURPOSE AND SCOPE

This report is provided at the request of the Del Webb Sunchase Community Development District (the “District”) and to comply with the requirement of Section 189.08, Florida Statutes, regarding the Special District Public Facilities Report, and the requirement under the applicable trust indenture(s) for the District’s engineer to inspect the District’s facilities, and the requirement in the District’s Goals and Objectives adopted in accordance with Section 189.0694, *Florida Statutes*.

II. PUBLIC FACILITIES

The District currently owns, operates or maintains certain of the public improvements comprising a portion of the District’s “**Capital Improvement Plan**,” as described in the District’s Engineering Report (as amended and/or supplemented from time to time, together, “**Engineer’s Report**”), a copy of which is attached hereto as **Exhibit A**. The public improvements are located within the District (or adjacent thereto) and are intended to have the capacity necessary to provide services to the planned units listed in the Engineer’s Report.

III. PROPOSED EXPANSIONS (7 YEAR HORIZON)

The District plans to expand its boundaries within the next seven years to coincide with future phases of development within the District, and attached hereto as **Exhibit B** is a description of the land intended to be added to the District’s boundaries (“Future Expansion Area”). The public improvements and community facilities within the Future Expansion Area are currently reflected in the District’s Capital Improvement Plan and Engineer’s Report. The District may construct or acquire components of the Capital Improvement Plan within the Future Expansion Area.

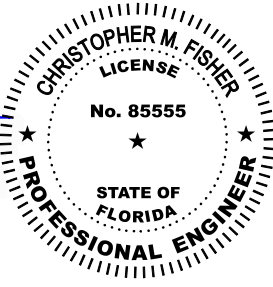
The District intends to plan, construct, install, acquire, finance, manage or operate additional public improvements comprising the balance of the Capital Improvement Plan, as described in the Engineer’s Report, and within the next 7 years or sooner. Any such improvements would be financed through District special assessment bonds and/or by the project developer(s).

IV. REPLACEMENT OF FACILITIES (10 YEAR HORIZON)

The District does not propose to replace any public facilities within the next 10 years.

V. DISTRICT ENGINEER’S ANNUAL INSPECTION REPORT

The District Engineer has completed our annual review of the portions of the project within this CDD as constructed to date. We have found, based on field inspections and knowledge of the project, that those facilities are being well-maintained and are functions in accordance with the original design.



Clearview Land Design, P.L.
Christopher Fisher, P.E.
Florida License #85555
3010 W Azele Street Suite 150
Tampa, FL 33609

Exhibit A

ENGINEER'S REPORT

PREPARED FOR:

BOARD OF SUPERVISORS
DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

CLEARVIEW LAND DESIGN, P.L.

November 2024

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER’S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan (“**CIP**”) and estimated costs of the CIP, for the Del Webb Sunchase Community Development District (“**District**”). The District is a unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, as amended created by Ordinance 24-80, enacted by the Board of County Commissioners of Manatee County, Florida, effective September 25, 2024.

2. GENERAL SITE DESCRIPTION

The District consists of approximately 140.646 acres located within a larger planned development of 427 acres of land (the “Development”) and is located entirely within Manatee County, Florida. Phase I of the development and the initially established phase of the District will consist of 141± Acres and 349 single family lots. It is anticipated Phases II and III will be included within the District boundaries in the future by a boundary amendment and the Board of County Commissioners of Manatee County, Florida adoption of an ordinance amending Ordinance 24-80. The site is generally located north of SR 62, east of Spencer Parrish Road, and west Ranch Oak Parkway (FKA Keen Road).

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the entire Development. Only costs associated with the current boundary of the District, as may be amended, will be provided by the District. The following chart shows the planned product types for the District:

PRODUCT TYPES

Lot Count Table				
Phase	40' Lot	50' Lot	64' Lot	Total
I	97	160	92	349
II	81	146	85	312
III	86	171	85	342
Total	264	477	262	1003

*Phases II & III are future lot counts and subject to change based on final design.

The public infrastructure for the project is as follows:

Roadway Improvements:

The developer will construct some offsite roadway improvements to existing public roads to provide access to the community. The offsite improvements will be owned and maintained by Manatee County. All roads within the District will be 2-lane un-divided roads except for the community entrance roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with applicable design requirements.

Pulte Home Company, LLC as the developer, intends to finance the internal roads, gate them, and turn them over to a homeowner's association for ownership, operation and maintenance. As a result, the roads are not part of the District's CIP, and the District will be limited to financing and/or own, operate and maintain only utilities and stormwater improvements behind such gated areas.

Stormwater Management System:

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, drainage pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the applicable design requirements for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system.

NOTE: No earthwork or transportation costs used to developed private lots are included in the CIP.

Water and Wastewater Utilities:

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection, as well as reclaim utility lines also within rights-of-way and used for irrigation purposes. Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite a lift station.

The water, wastewater collection, and reclaimed systems for all phases will be constructed and/or acquired by the District and then dedicated to a local, public utility provider for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection).

Perimeter Hardscape, Landscape, and Irrigation:

The District will construct and/or install landscaping, irrigation and hardscaping outside of any gated areas. The project will at a minimum meet or exceed any local design requirements.

All such perimeter landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way outside of the boundaries of the district and owned by a local general-purpose government, will be maintained pursuant to a right-of-way agreement or permit. Any landscaping, irrigation or hardscaping systems located within gated areas would not be financed by the District and instead would be privately installed and maintained.

Streetlights / Undergrounding of Electrical Utility Lines

The District intends to lease streetlights through an agreement with a local utility provider and will fund the streetlights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the incremental cost of undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by the local utility provider and not paid for by the District as part of the CIP.

Recreational Amenities:

As part of the overall development, the Developer may privately fund a recreational clubhouse and other amenities, and, upon completion, transfer them to a homeowners' association for ownership, operation and maintenance. Any such amenities are considered common elements for the exclusive benefit of the landowners.

Environmental Conservation/Mitigation

The District will own and maintain existing, onsite conservation areas.

Off-Site Improvements

Offsite improvements include utilities extensions along SR 62, the extension of Ranch Oak Parkway (FKA Keen Road), as well as intersection improvements to SR 62 and Ranch Oak Parkway.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

Phases	# Units	Zoning	FDEP	Manatee County Construction Permits	SWFWMD	Anticipated Start of Construction	Anticipated Completion of Construction
Phases I-A, I-B, I-C	349	Yes	7/3/2024	12/14/2023	12/14/2023	Underway	Q2 2025
*Future Phases	654	Yes	-	-	-	Q2 2025	Q2 2028
*There will be two additional phases and construction phases for the future expansion parcels.							

5. CIP COST ESTIMATE / MAINTENANCE RESPONSIBILITIES

The table below presents, among other things, a cost estimate for the CIP. It is our professional opinion that the costs set forth below are reasonable and consistent with market pricing.

CIP COST ESTIMATE

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT						
ESTIMATED PROJECT COSTS						
INFRASTRUCTURE COSTS	CURRENT DISTRICT COSTS	EXPANSION PARCEL COSTS	FINANCING ENTITY	O & M ENTITY	CURRENT DISTRICT ANNUAL OUTLAY	
					2024	2025
EARTHWORK (EXCLUDING LOTS)	\$2,908,907.93	\$4,658,000.00	CDD	CDD	\$2,327,126.34	\$581,781.59
STORMWATER	\$2,811,162.00	\$3,836,000.00	CDD	CDD	\$2,248,929.60	\$562,232.40
ROADWAYS & PAVING*	\$0.00	\$0.00	DEVELOPER	HOA	\$0.00	\$0.00
POTABLE WATER	\$1,589,134.00	\$2,466,000.00	CDD	COUNTY	\$1,271,307.20	\$317,826.80
RECLAIMED WATER	\$927,536.00	\$1,370,000.00	CDD	COUNTY	\$742,028.80	\$185,507.20
SANITARY SEWER	\$3,292,807.00	\$5,069,000.00	CDD	COUNTY	\$2,634,245.60	\$658,561.40
DIFFERENTIAL COST OF UNDERGROUNDING ELECTRIC	\$279,200.00	\$523,200.00	CDD	CDD	\$223,360.00	\$55,840.00
LANDSCAPE, HARDSCAPE	\$3,000,000.00	\$2,250,000.00	CDD	CDD	\$2,400,000.00	\$600,000.00
SUBTOTAL	\$14,808,746.93	\$20,172,200.00			\$11,846,997.54	\$2,961,749.39
PROFESSIONAL SERVICES:	\$871,772.82	\$1,178,940.00	CDD	N/A	\$697,418.26	\$174,354.56
CONTINGENCY:	\$1,173,754.69	\$1,441,700.00	CDD	N/A	\$939,003.75	\$234,750.94
TOTAL:	\$16,854,274.44	\$22,792,840.00			\$13,483,419.55	\$3,370,854.89

*Roadways to be private. Roads will be owned and maintained by the HOA

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- b. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- c. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

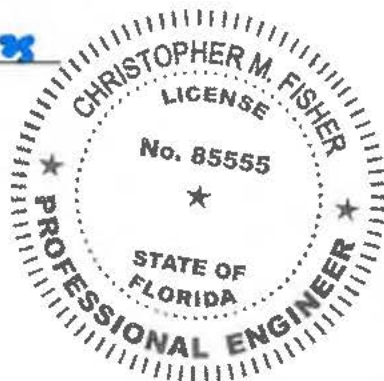
- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both special and peculiar to all lands within the District. The general public, property owners outside of the district, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enables properties within its boundaries to be developed.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.


Christopher Fisher, P.E.
FL License No. 85555

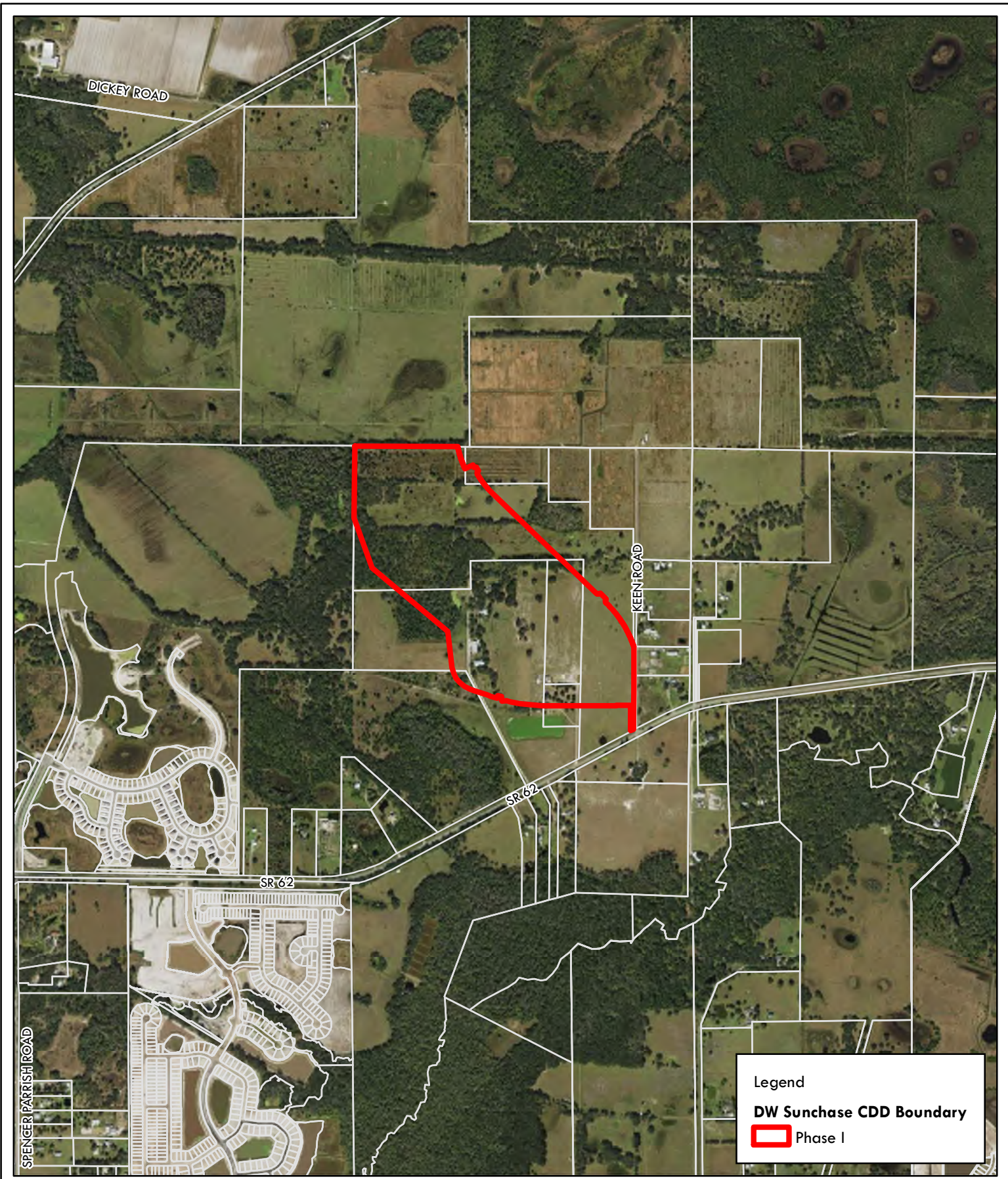


LEGAL DESCRIPTION:

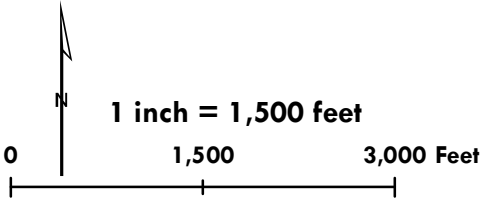
A parcel of land lying in Sections 22 and 23, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 22; thence N 00°19'08" E, along the West boundary of the Southwest 1/4 of said Section 22, a distance of 60.00 feet to a point on the North maintained right-of-way of State Road 62 (Wauchula Road) as recorded in Map Section Number 13060-2501, of the Public Records of Manatee County, Florida, same also being the POINT OF BEGINNING; thence continue N 00°19'08" E, along said West boundary of Section 22, a distance of 2453.09 feet to the Northwest corner of said Southwest 1/4 of Section 22; thence S 89°36'28" E, along the North boundary of said Southwest 1/4 of Section 22, a distance of 1345.17 feet to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 22; thence N 00°30'34" E, along the West boundary of said East 1/2, a distance of 2667.84 feet to the Northwest corner of said East 1/2; thence S 89°43'47" E, along the North boundary of said East 1/2 of the Northwest 1/4 of Section 22, a distance of 1225.95 feet to a point of curvature; thence southerly, 278.68 feet along the arc of a non-tangent curve to the left having a radius of 1250.00 feet, a central angle of 12°46'26", (chord bearing and distance of S 18°29'27" E, 278.11 feet); thence N 65°07'20" E, a distance of 100.00 feet; thence northerly, 234.40 feet along the arc of a non-tangent curve to the right having a radius of 1150.00 feet, a central angle of 11°40'43", (chord bearing N 19°02'18" W, 234.00 feet) to a point on the said North boundary of the East 1/2 of the Northwest 1/4 of Section 22; thence S 89°43'47" E, along said North boundary, a distance of 25.55 feet to the Northwest corner of the Northeast 1/4 of said Section 22, thence S 89°30'46" E, along the North boundary of said Northeast 1/4, a distance of 2490.91 feet; thence departing said North boundary S 00°30'00" W, a distance of 19.80 feet; thence S 89°30'00" E, a distance of 50.00 feet; thence N 00°30'00" E, a distance of 20.00 feet to a point on said North boundary of the Northeast 1/4 of Section 22; thence S 89°30'46" E along said North boundary, a distance of 123.71 feet to the Northwest corner of the Northwest 1/4 of Section 23; Township 33 South, Range 19 East, Manatee County, Florida; thence N 89°27'18" E along the North boundary of the Northwest 1/4 of said Section 23, a distance of 1650.12 feet to the Northeast corner of the West 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence S 00°26'32" W along the East boundary of said West 1/4 of Section 23, a distance of 1352.56 feet to the Southeast corner of said West 1/4; thence N 89°51'17" W along the South boundary of the North 1/2 of the Northwest 1/4 of said Section 23, a distance of 1652.37 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence N 89°36'39" W, along the South boundary of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 22, a distance of 661.39 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of said Northeast 1/4; thence S 00°49'35" W, along the East boundary of said West 1/2, a distance of 1333.16 feet to the Northeast corner of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 22; thence S 00°38'46" W, along the East boundary of said West 1/2, a distance of 680.28 feet to a point on the North maintained right-of-way line of said State Road 62 (Wauchula Road); thence along said North maintained right-of-way line the following (2) two courses: 1) S 62°16'14" W, a distance of 759.88 feet; 2) thence S 62°10'34" W, a distance of 1520.33 feet to the point of intersection with the East boundary of the Southwest 1/4 of said Section 22; thence N 00°42'32" E along said East boundary a distance of 600.00 feet; thence N 57°00'00" W, a distance of 575.42 feet; thence S 42°00'00" W, a distance of 689.49 feet to a point on the common Easterly boundary of lands described in Official Record Book 1920, page 1401, and Official Record Book 1783, page 107, both respectively of the Public Records of Manatee County, Florida; thence along said common boundary of said lands, the following (5) five courses: 1) N 48°05'22" W, a distance of 492.30 feet; 2) N 89°04'25" W, a distance of 152.29 feet; 3) S 00°19'08" W, a distance of 629.97 feet; 4) N 89°04'25" W, a distance of 589.98 feet; 5) S 00°19'07" W, a distance of 799.97 feet to a point on said North right-of-way line of State Road 62 (Wauchula Road); thence N 89°04'25" W, along said North right-of-way line a distance of 629.97 feet to the POINT OF BEGINNING.

Containing 426.753 acres, more or less



Legend
DW Sunchase CDD Boundary
 Phase I



DW Sunchase CDD

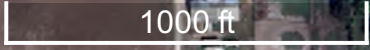
Exhibit - Aerial



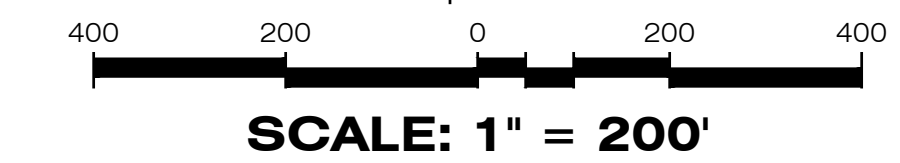
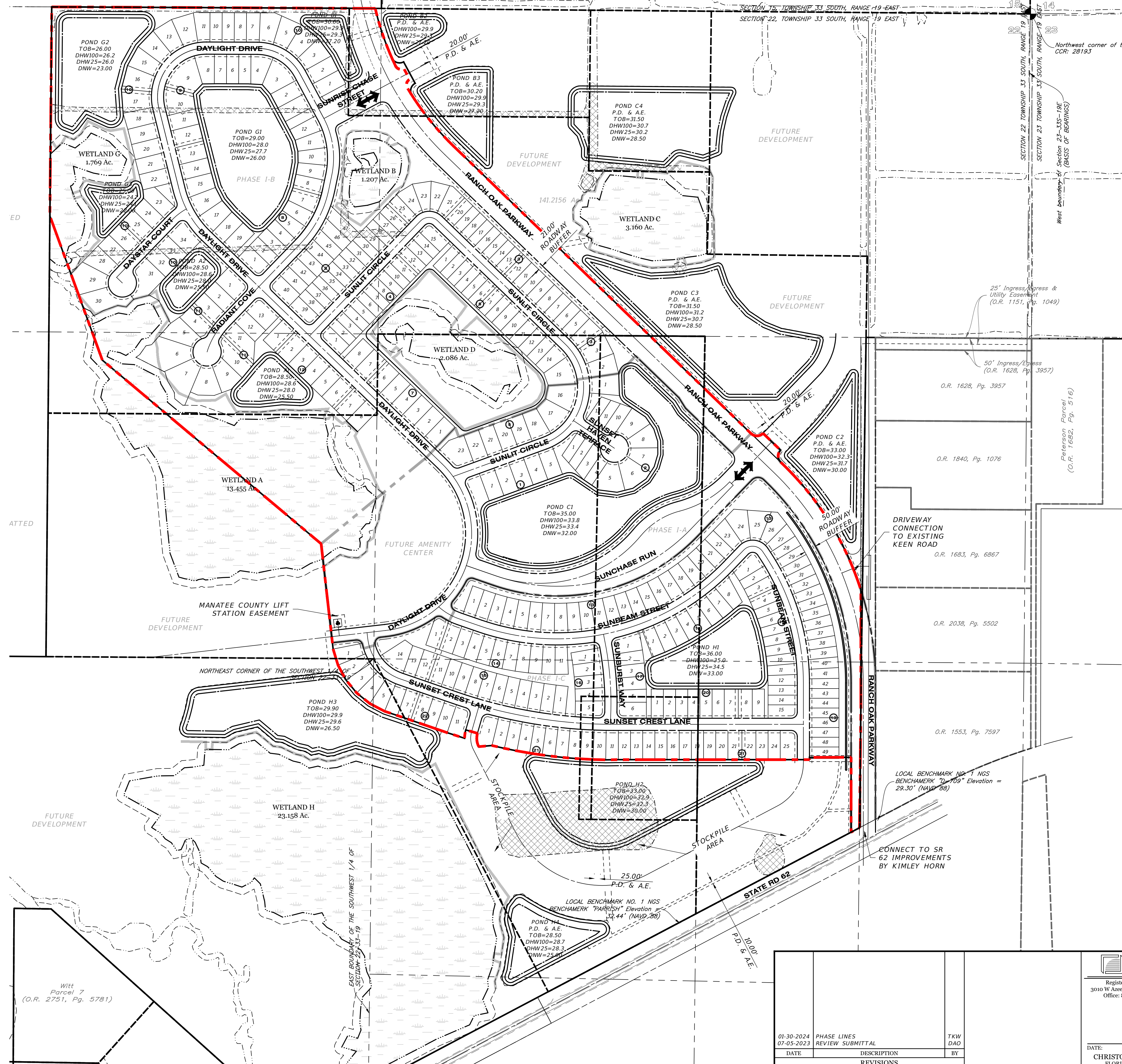
3010 W. Azeele Street Suite 150
Tampa, Florida 33609 (813) 223-3919

Del Webb Sunchase CDD

Write a description for your map.



660' FLORIDA POWER & LIGHT COMPANY
PERPETUAL EASEMENT PER ORDER OF TAKING
CASE NO. CA-73-1594 (O.R. 650, PG. 592)



LEGEND:

- PHASE I BOUNDARY
- CURRENT MANATEE COUNTY PARCEL LINES
- MANATEE COUNTY PARCEL LINES WITHIN PROJECT LIMITS
- WETLAND LINES
- 30' WETLAND BUFFER
- SURFACE WATER IMPACT
- ➔ ACCESS POINT
- P.D. & A.E. PUBLIC DRAINAGE & ACCESS EASEMENT

SITE DATA TABLE	
Parcel ID #s	415100007, 415801159, 415801259, 415400001, 415801209, 415804209
Existing Buildings	To Be Removed
Existing Zoning	PDR
Total Project Acres	134.11 +/-
Pre-Development Wetlands Acres	14.57 +/- (15.3%)
Pre-Development Upland Acres	119.54 +/-
Existing Future Land Use	UF-3 (Urban Fringe -3)
FLU Maximum Allowable Gross Density	3 Density Units/Acre
Proposed Development	349 Residential Units (Single Family Detached, Active/Passive Recreation Areas & Open Space)
Provided Open Space Acres	Gross Density = 349/114.22 = 2.47 DU/AC Net Density = 349/119.54 = 2.92 DU/AC
Post-Development Wetlands	14.57 Ac.
Post Development 30' Wetland Buffer	4.31 Ac.
Landscape Buffers	6.19 Ac.
Other Open Space(1)	23.44 Ac.
Total Open Space Provided	48.51± Ac. (36.2%)
Required Open Space	49% (217.2 Acres) For Whole Project
Remaining Open Space for Future Phases	168.69 Acres

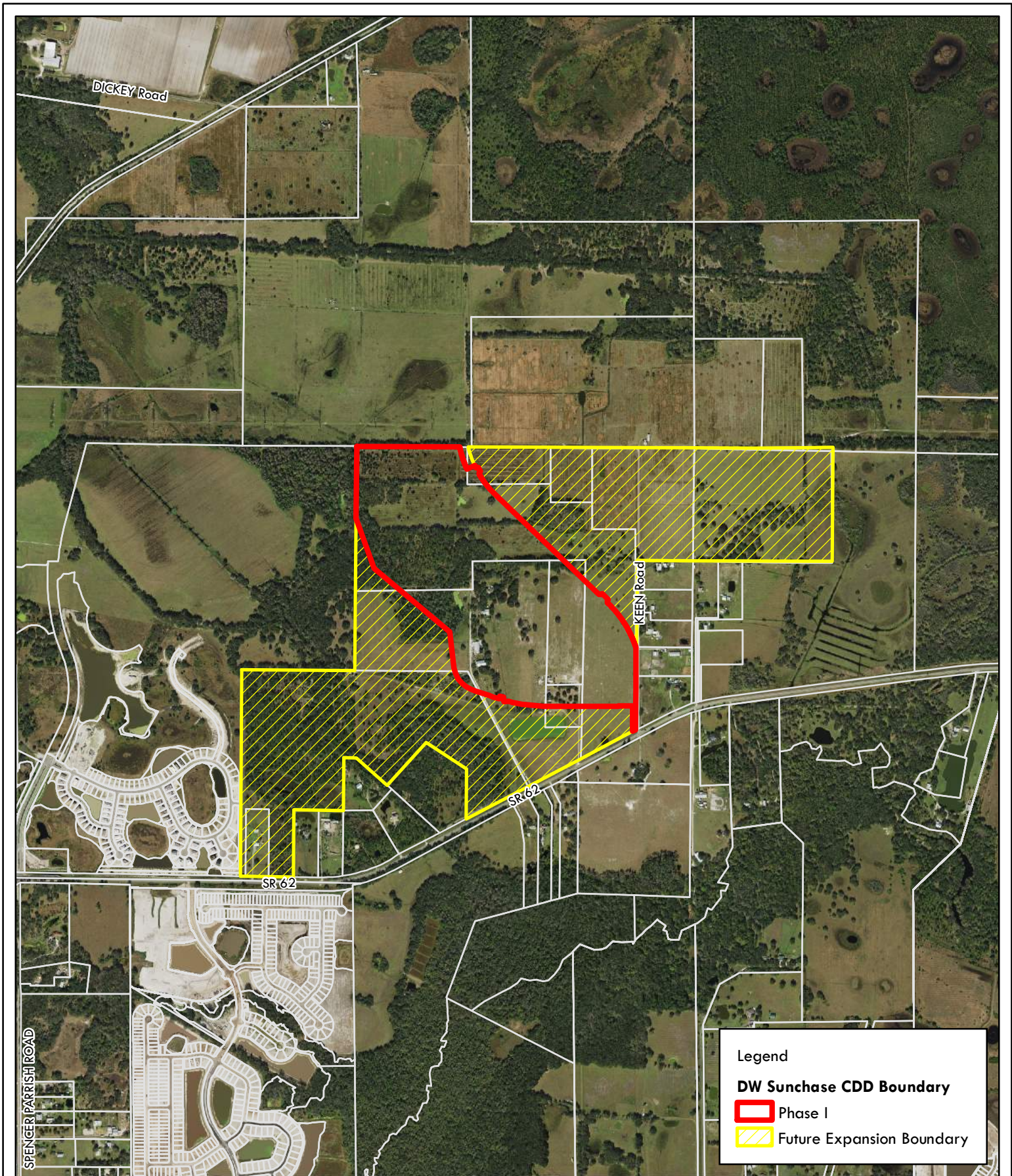
(1) Other Open Space may include recreational amenities, water features etc. consistent with LDC Section 402.D.2)

- LANDSCAPE NOTES:**
- TREE REMOVAL AND REPLACEMENT WILL COMPLY WITH LDC SECTION 700.
 - LANDSCAPE BUFFERS WILL MEET THE REQUIREMENT OF LDC SECTION 701 AND 403.12.
 - AT TIME OF PSP/FSP SUBMITTAL, ROADWAY BUFFERS SHALL BE SHOWN TO BE PLANTED OUTSIDE OF FUTURE ROW SETBACK IN EFFECT AT THE TIME OF PSP/FSP REVIEW.
 - ALL IRRIGATION SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY AND SAFELY MEETS THE NEEDS OF THE SYSTEM. STORM WATER REUSE, RECLAIMED WATER USE, GREY WATER IRRIGATION SYSTEMS AND /OR SHALLOW WELLS SHALL BE USED. THE USE OF POTABLE WATER FOR IRRIGATION WILL NOT BE ALLOWED.
 - THERE SHALL BE 3' MINIMUM CLEARANCE FROM LANDSCAPE PLANTS TO THE EDGE OF THE METERS LESS THAN 3" AND 6" FOR METERS 3" AND LARGER.
 - THERE SHALL BE 7.5' MINIMUM CLEARANCE FROM THE FRONT AND BOTH SIDES AND 4' FROM THE BACK FOR ALL FIRE HYDRANTS.
 - PROPOSED CENTRAL FOCAL POINT TO BE DETERMINED AT TIME OF CONSTRUCTION PLAN APPROVAL. MAY INCLUDE PASSIVE PARK, DOG PARK, PLAYGROUND, ETC.

Clearview LAND DESIGN, P.L. Registered Business Number: RY28828 3010 W Azele St., Suite 150, Tampa, Florida 33609 Office: 813-223-3919 Fax: 813-223-3975		PRELIMINARY PLAT KEY MAP JOB NO: HWB-CW-012 DESIGN: O'BRIEN DRAWN: WINTER DATE: 01-20-2025 FILE: PP-KEY		CROSSWIND RANCH ASSEMBLAGE PH I-A, I-B & I-C PREPARED FOR: CROSSWIND RANCH DEVELOPMENT CORP. DATE: Elevations based on North American Vertical Datum 1988 (NAVD 88) Conversion from NAVD 88 to NGVD 29 = +0.95 Feet SHEET 6 OF 112 SHEETS	
01-30-2024	PHASE LINES			TKW	
07-05-2023	REVIEW SUBMITTAL			DAO	
DATE	DESCRIPTION			BY	
	REVISIONS				

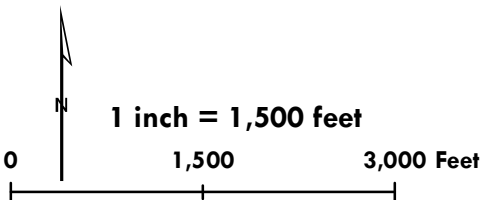
P:\CROSSWIND RANCH\ASSEMBLAGE PARCELS-ACTIVE ADULT DRAWING\CONDO\PP-KEY.DWG-6 PRELIMINARY PLAT KEY MAP 2025/01/20 9:09 AM CHRIS FISHER

Exhibit B



Legend

- Phase I
- Future Expansion Boundary



DW Sunchase CDD
 Exhibit - CDD and Future
 Expansion Boundaries

LEGAL DESCRIPTION:

A parcel of land lying in Sections 22 and 23, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 22; thence N 00°19'08" E, along the West boundary of the Southwest 1/4 of said Section 22, a distance of 60.00 feet to a point on the North maintained right-of-way of State Road 62 (Wauchula Road) as recorded in Map Section Number 13060-2501, of the Public Records of Manatee County, Florida, same also being the POINT OF BEGINNING; thence continue N 00°19'08" E, along said West boundary of Section 22, a distance of 2453.09 feet to the Northwest corner of said Southwest 1/4 of Section 22; thence S 89°36'28" E, along the North boundary of said Southwest 1/4 of Section 22, a distance of 1345.17 feet to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 22; thence N 00°30'34" E, along the West boundary of said East 1/2, a distance of 2667.84 feet to the Northwest corner of said East 1/2; thence S 89°43'47" E, along the North boundary of said East 1/2 of the Northwest 1/4 of Section 22, a distance of 1225.95 feet to a point of curvature; thence southerly, 278.68 feet along the arc of a non-tangent curve to the left having a radius of 1250.00 feet, a central angle of 12°46'26", (chord bearing and distance of S 18°29'27" E, 278.11 feet); thence N 65°07'20" E, a distance of 100.00 feet; thence northerly, 234.40 feet along the arc of a non-tangent curve to the right having a radius of 1150.00 feet, a central angle of 11°40'43", (chord bearing N 19°02'18" W, 234.00 feet) to a point on the said North boundary of the East 1/2 of the Northwest 1/4 of Section 22; thence S 89°43'47" E, along said North boundary, a distance of 25.55 feet to the Northwest corner of the Northeast 1/4 of said Section 22, thence S 89°30'46" E, along the North boundary of said Northeast 1/4, a distance of 2490.91 feet; thence departing said North boundary S 00°30'00" W, a distance of 19.80 feet; thence S 89°30'00" E, a distance of 50.00 feet; thence N 00°30'00" E, a distance of 20.00 feet to a point on said North boundary of the Northeast 1/4 of Section 22; thence S 89°30'46" E along said North boundary, a distance of 123.71 feet to the Northwest corner of the Northwest 1/4 of Section 23; Township 33 South, Range 19 East, Manatee County, Florida; thence N 89°27'18" E along the North boundary of the Northwest 1/4 of said Section 23, a distance of 1650.12 feet to the Northeast corner of the West 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 23; thence S 00°26'32" W along the East boundary of said West 1/4 of Section 23, a distance of 1352.56 feet to the Southeast corner of said West 1/4; thence N 89°51'17" W along the South boundary of the North 1/2 of the Northwest 1/4 of said Section 23, a distance of 1652.37 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 22; thence N 89°36'39" W, along the South boundary of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 22, a distance of 661.39 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of said Northeast 1/4; thence S 00°49'35" W, along the East boundary of said West 1/2, a distance of 1333.16 feet to the Northeast corner of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 22; thence S 00°38'46" W, along the East boundary of said West 1/2, a distance of 680.28 feet to a point on the North maintained right-of-way line of said State Road 62 (Wauchula Road); thence along said North maintained right-of-way line the following (2) two courses: 1) S 62°16'14" W, a distance of 759.88 feet; 2) thence S 62°10'34" W, a distance of 1520.33 feet to the point of intersection with the East boundary of the Southwest 1/4 of said Section 22; thence N 00°42'32" E along said East boundary a distance of 600.00 feet; thence N 57°00'00" W, a distance of 575.42 feet; thence S 42°00'00" W, a distance of 689.49 feet to a point on the common Easterly boundary of lands described in Official Record Book 1920, page 1401, and Official Record Book 1783, page 107, both respectively of the Public Records of Manatee County, Florida; thence along said

common boundary of said lands, the following (5) five courses: 1) N 48°05'22" W, a distance of 492.30 feet; 2) N 89°04'25" W, a distance of 152.29 feet; 3) S 00°19'08" W, a distance of 629.97 feet; 4) N 89°04'25" W, a distance of 589.98 feet; 5) S 00°19'07" W, a distance of 799.97 feet to a point on said North right-of-way line of State Road 62 (Wauchula Road); thence N 89°04'25" W, along said North right-of-way line a distance of 629.97 feet to the POINT OF BEGINNING.

Containing 426.753 acres, more or less

LESS AND EXCEPT

CROSSWIND RANCH ASSEMBLAGE PHASE I

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, RUN THENCE ALONG THE NORTH BOUNDARY OF THE NORTHWEST 1/4 THEREOF, S.89°43'47"E., A DISTANCE OF 1354.09 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID NORTHWEST 1/4 FOR A **POINT OF BEGINNING**; THENCE CONTINUE ALONG AFORESAID NORTH BOUNDARY OF THE NORTHWEST 1/4, S.89°43'47"E., A DISTANCE OF 1225.95 FEET; THENCE DEPARTING SAID NORTH BOUNDARY, SOUTHERLY, 278.68 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 12°46'26" (CHORD BEARING S.18°29'27"E., 278.11 FEET); THENCE N.65°07'20"E., A DISTANCE OF 100.00 FEET; THENCE SOUTHEASTERLY, 16.56 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 00°49'30" (CHORD BEARING S.25°17'25"E., 16.56 FEET); THENCE EASTERLY, 40.38 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 92°32'50" (CHORD BEARING S.71°58'35"E., 36.13 FEET); THENCE S.28°15'00"E., A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY, 40.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 92°32'50" (CHORD BEARING S.15°28'35"W., 36.13 FEET); THENCE SOUTHEASTERLY, 305.14 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 15°12'10" (CHORD BEARING S.38°23'55"E., 304.24 FEET); THENCE S.46°00'00"E., A DISTANCE OF 1699.66 FEET; THENCE EASTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.89°00'00"E., 49.50 FEET); THENCE S.46°00'00"E., A DISTANCE OF 100.00 FEET; THENCE SOUTHERLY, 54.98 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S.01°00'00"E., 49.50 FEET); THENCE S.46°00'00"E., A DISTANCE OF 10.00 FEET; THENCE SOUTHEASTERLY, 614.63 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 28°10'22" (CHORD BEARING S.31°54'49"E., 608.46 FEET) TO THE WEST MAINTAINED RIGHT OF WAY OF KEEN ROAD; THENCE ALONG SAID WEST MAINTAINED RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: 1)

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

8B

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

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

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

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

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

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

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes No

Goal 3.2

Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

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

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

Achieved: Yes No

Goal 3.3

Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

A

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
AI**

**CONSENT TO ASSIGNMENT AND AMENDMENT OF THE AGREEMENT
BETWEEN DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT AND
STEADFAST ENVIRONMENTAL, LLC FOR MONTHLY MAINTENANCE SERVICES**

THIS ASSIGNMENT (“Assignment”) is made and entered into this 12 day of May 2026 by and between Steadfast Environmental, LLC, a Florida limited liability company, (“**Assignor**”) and Steadfast Contractors Alliance, LLC, a Florida limited liability company, with a mailing address of 30435 Commerce Drive, Suite 102, San Antonio, Florida 33576 (“**Assignee**”); and Del Webb Sunchase Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Agreement for Pond Maintenance Services*, approved by the District’s Board of Supervisors on July 1, 2025 (the “**Agreement**”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Assignor was recently acquired by or consolidated with Assignee; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.

2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT. The District consents to Assignor’s assignment of the Agreement to Assignee. Assignor and Assignee acknowledge and agree that Assignor and Assignee shall be jointly and severally liable for actions or inactions of Assignor occurring prior to the effective date of this Assignment.

3. AMENDMENT. The Agreement is unchanged by this Assignment, except that Exhibit A to the Agreement is hereby replaced with Assignee’s proposal attached hereto as **Exhibit B** and incorporated herein by this reference. As a point of clarity, the only substantive change is that “pond dye applications” are changed from “on request” to “available on request in ponds one acre or less”.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee to the addresses as set forth above.

5. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Attest:

Del Webb Sunchase Community Development District

DocuSigned by:
Kristen Suit
8D23CEF57A7B418...
Print Name: Kristen Suit

DocuSigned by:
Brady Lefere
9549598DC71D4FB...
By: _____
Print Name: Brady Lefere
Its: Chair

Witness:

Assignor: Steadfast Environmental, LLC

Signed by:
Jordan Lansford
99FB3CDE0CD4413...
Print Name: Jordan Lansford

Signed by:
Kevin Riemensperger
08B628EA3473404...
By: _____
Print Name: Kevin Riemensperger
Its: Aquatics Division Manager

Witness:

Assignee: Steadfast Contractors Alliance, LLC

Signed by:
Jordan Lansford
99FB3CDE0CD4413...
Print Name: Jordan Lansford

Signed by:
Kevin Riemensperger
08B628EA3473404...
By: _____
Print Name: Kevin Riemensperger
Its: Aquatics Division Manager

EXHIBIT A

AGREEMENT FOR POND MAINTENANCE SERVICES

THIS AGREEMENT (the “**Agreement**”) is made and entered into effective as of the 1st day of July 2025 by and between:

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

STEADFAST ENVIRONMENTAL, LLC, a Florida limited liability company, with a mailing address of 30345 Commerce Drive, Suite 102, San Antonio, Florida 33576 (the “**Contractor**,” together with District, the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District currently owns, operates, and maintains stormwater management ponds within and adjacent to the current boundary of the District as identified as ponds 1-8 , inclusive, and ponds 24 and 25 on Exhibit A attached hereto and incorporated herein by this reference (the “**Ponds**”); and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for the Ponds; and

WHEREAS, the Contractor represents that it is capable, willing, and able to provide the pond maintenance services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A. The Contractor agrees to provide the labor, materials, and services necessary for the provision of the pond maintenance services described in the attached Exhibit A (the “**Services**”). **Exhibit A** is attached solely for the purpose of identifying the Ponds and clarifying the scope of Services to be provided to the District; to the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.
- B. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District’s Designee who shall initially be the District Manager. The District may modify its designee upon notice to Contractor. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for the completion of the Services, the District agrees to pay the Contractor **One Thousand Three Hundred Sixty-Five Dollars (\$1,365) per month for a not-to-exceed annual total of Sixteen Thousand Three Hundred Eighty Dollars (\$16,380)**, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in Exhibit A.
- B. The term of this Agreement shall be from the effective date through September 30, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

- C. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.
- D. The District may require, as a condition precedent to making any payment to the Contractor that all material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen’s Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$2,000,000

- B. The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be

acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in

part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:** Steadfast Environmental, LLC
30435 Commerce Drive, Suite 102
San Antonio, Florida 33576
Attn: Joseph C. Hamilton

- B. If to District:** Del Webb Sunchase Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Manatee County, Florida.

SECTION 16. INDEMNIFICATION.

- A. Contractor, its employees, agents and assigns shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 18. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public

Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; WRATHELLC@WHHASSOCIATES.COM; OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. None of the provisions of Exhibit A shall apply to this Agreement and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states and clarifies the scope of Services for the labor and materials to be provided under this Agreement.

SECTION 23. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 24. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 25. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

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

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

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

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Kristen Smit
8D23CFF57A7B418...

Secretary / Assistant Secretary

DocuSigned by:
Brady Lefere
9549596DC71D4FB...

Chairperson, Board of Supervisors

Witness:

STEADFAST ENVIRONMENTAL, LLC

Signed by:
Jordan Lausford
99FB3CDE0CD4413...

Signature of Witness

Signed by:
Kevin Riemensperger
BY: 00B620EA3473404...

Print Name

Print Name: Kevin Riemensperger

Title: Aquatics Division Manager

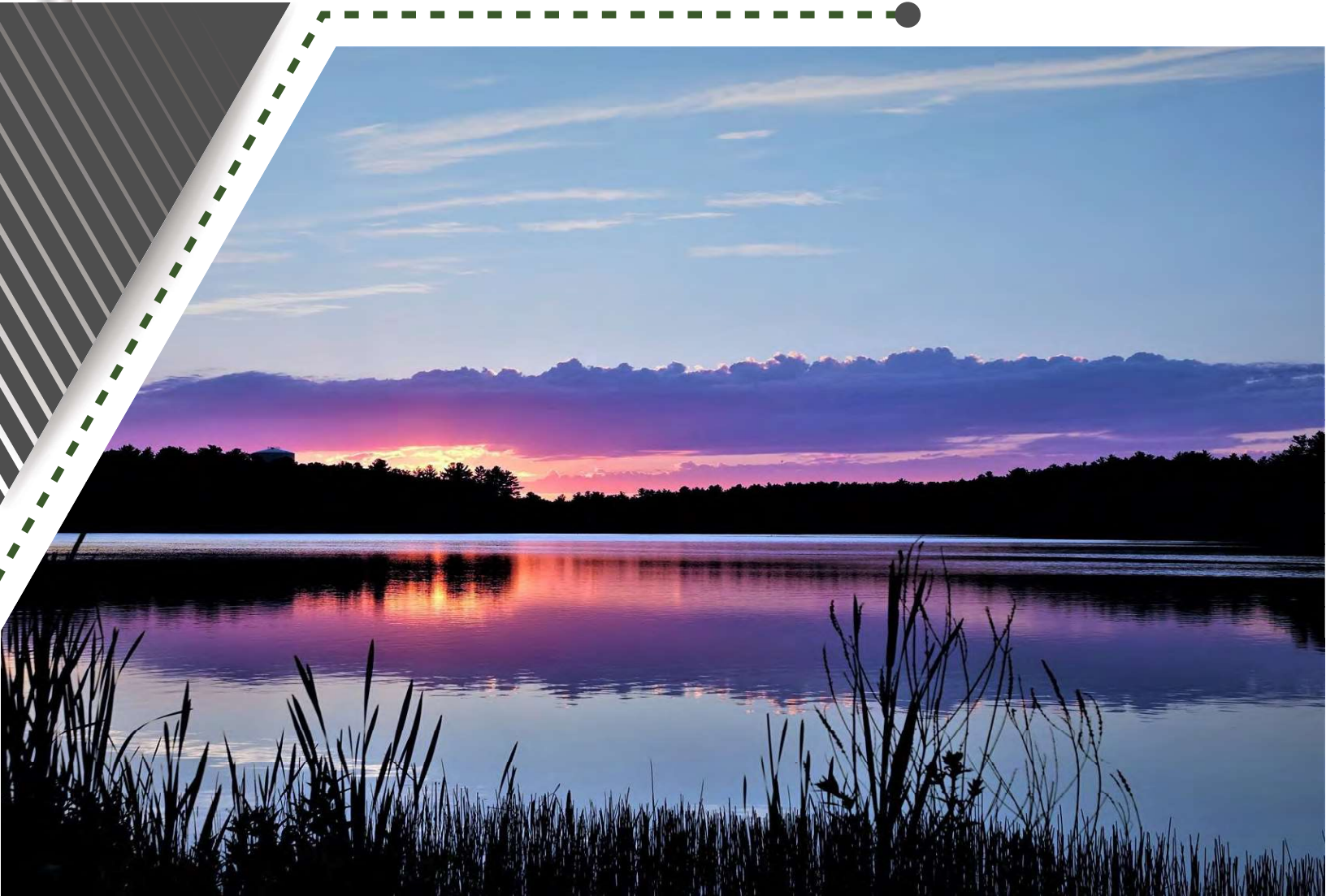
Exhibit A: Scope of Services

EXHIBIT A
Scope of Services

2025

STEADFAST

ENVIRONMENTAL



PulteGroup, Inc.
Proposal for Pond Maintenance:
Sunchase - Del Webb
FL-62 & Keen Rd., Parrish, FL 34219





Steadfast
Environmental Division
30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com

September, 1st 2025

PulteGroup. Inc.

2662 S. Falkenburg Road

Riverview, FL 33578

Attn: Melisa Sgro,

We greatly appreciate the opportunity to bid on this project for you.

Attached is the agreement for waterway services at Del Webb - Sunchase

Program to consist of areas #1-8 & 24-25 as indicated on attached map.

Area to be serviced measures approximately 15,573 LF & 21.35 AC.

Occurrence: 2 events/month

Annual Cost: \$16,380.00

(\$1,365.00 per month)

Special services can also be provided outside of the routine monthly maintenance at the Boards request.

These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Steadfast Environmental, LLC.
Joseph C. Hamilton, Owner/Operator

Maintenance Contract

Aquatic Maintenance Program

1. **Algaecide Application:** John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algaecide approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur as listed per month, spaced evenly (pending weather) with additional services available on request.¹
2. **Herbicide Application:** Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge. Treatment events to occur with the same frequency of algaecide applications.²
3. **Submersed Vegetation Control:** Submersed Vegetation Control: Treatments with EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Tapegrass, Dwarf Babytears, Chara, etc. Applications to cover entirety of ponds equal to or lesser than 1 surface acre. In ponds greater than 1 surface acre, applications to cover waters 10 feet from shoreline areas & littoral zones, with additional treatment to be provided as a separate proposal at an additional cost.
4. **Debris Collection:** Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
5. **Pond Dye Application:** Available on request. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
6. **Outflow Inspections:** Water Outflow / Drainage System Inspection: At the commencement of the contract, the Steadfast Environmental will require notification of known drainage issues. Throughout the contract, outflow structures will be inspected regularly to insure proper drainage/functionality.*.³

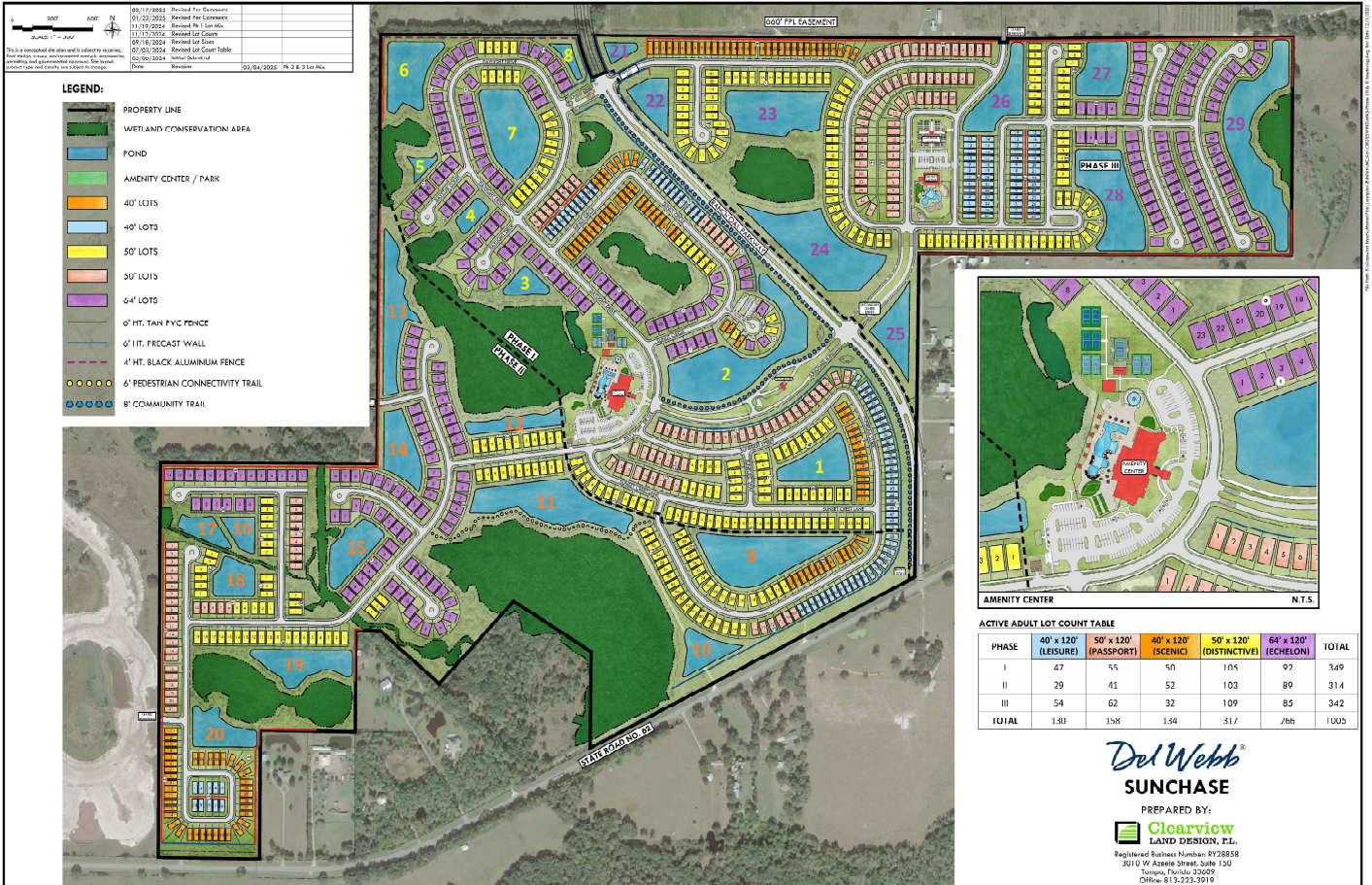
Enhancement Services: Not included as part of the routine maintenance scope. These services can be provided as a separate proposal at an additional cost if desired

1. **Physical & Mechanical Removals of Invasive/Exotic Vegetation.** – Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
2. **Planting of Native & Desirable, Low-lying Aquatic Vegetation** – Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
3. **Aquatic Fountain & Aeration Installation** – Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
4. **Native Fish Stocking** – Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
5. **Triploid Grass Carp Stocking** – Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
6. **Excess Trash/Oversize Object Collection Visits** – Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
7. **Seasonal Midge Fly Treatments** – Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

*These services to be performed at Steadfast Environmental's discretion, and for the success of the aquatic maintenance program. ¹ There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. ² Herbicide applications may be reduced during the rainy season/in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. ³ Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.



Service Area



Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Contractor will also provide workman’s compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client’s request by separate agreement.



Steadfast
Environmental Division
30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com

Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

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

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____ 2025.

Kevin Riemensperger
Steadfast Representative

Aquatics Division Manager
Title

Signature of Owner or Agent

Title



Aquatic Maintenance Contract

The Contractor's performance under this Agreement shall be excused without penalty to the extent the Contractor is unable to perform due to circumstances beyond its commercially reasonable control, including but not limited to:

- Accidents, acts of God, or extreme weather conditions
- Inability to secure labor and/or materials
- Fire, earthquake, or other natural disasters
- Rules, regulations, or restrictions imposed by any governmental authority
- National or regional emergencies, epidemics, pandemics, or other health-related outbreaks not caused by either party
- Other delays or failures resulting from causes beyond the Contractor's reasonable control

For the purposes of this Agreement, the parties specifically agree that water conservation regulations or guidelines are included within the aforementioned governmental restrictions. The Contractor shall not be held liable for any failure to perform as a direct or indirect result of compliance with, or good faith efforts to comply with, state or local water regulations or mandates.

This contract shall be deemed withdrawn unless executed within ninety (90) days of the date of this document.

We appreciate the opportunity to submit this agreement and look forward to the possibility of becoming part of your team, working together to achieve exceptional results.

By signing this agreement in the space provided below, the undersigned Client signatory represents and warrants that they have full authority to enter into this agreement on their own behalf and on behalf of the record owner of the service area. The Client further acknowledges that this agreement constitutes a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____, _____.

Client

Steadfast _____

Signature of Representative

Signature of Owner or Agent

Title

Title

Billing Information

Client Business Name:		Client Contact Name:	
Client Contract Number:		Client Contact Email:	
Billing Business Name:		Billing Contact Name:	
Billing Contact Phone:		Billing Contact Address:	

Any special billing requirements or notes:

EXHIBIT B

2026 STEADFAST ALLIANCE



WRATHELL, HUNT, & ASSOCIATES
Proposal for Pond Maintenance:
Del Webb Sunchase
Ranch Oak Pkwy, Parrish, FL 34219





STEADFAST

Steadfast
Aquatics Division
30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com

4/29/2026

Wrathell, Hunt, & Associates

2300 Glades Rd Suite 410W, Boca Raton, FL 33431

Attn: Kristen Suit

We greatly appreciate the opportunity to bid on this project for you.

Attached is the agreement for waterway services at Del Webb Sunchase CDD.

Program to consist of areas #1-8 & 24-25 as indicated on attached map.

Area to be serviced measures 15,573 LF & 21.35 AC.

Occurrence: 2 events/month

Annual Cost: \$16,380.00

(\$1365.00 per month)

Special services can also be provided outside of the routine monthly maintenance at the Board's request.

These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Kevin Riemensperger

Steadfast Contractors Alliance, LLC.

Kevin Riemensperger, Aquatics Division Manager

Maintenance Contract

Aquatic Maintenance Program

1. **Algaecide Application:** John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algaecide approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur as listed per month, spaced evenly (pending weather) with additional services available on request.¹
2. **Herbicide Application:** Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge. Treatment events to occur with the same frequency of algaecide applications.²
3. **Submersed Vegetation Control:** Submersed Vegetation Control: Treatments with EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Tapegrass, Dwarf Babytears, Chara, etc. Applications to cover entirety of ponds equal to or lesser than 1 surface acre. In ponds greater than 1 surface acre, applications to cover waters 10 feet from shoreline areas & littoral zones, with additional treatment to be provided as a separate proposal at an additional cost.
4. **Debris Collection:** Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
5. **Pond Dye Application:** Available on request in ponds one acre or less. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
6. **Outflow Inspections:** Water Outflow / Drainage System Inspection: At the commencement of the contract, Steadfast will require notification of known drainage issues. Throughout the contract, outflow structures will be periodically inspected to insure proper drainage/functionality.*,³

Enhancement Services: Not included as part of the routine maintenance scope. These services can be provided as a separate proposal at an additional cost if desired

1. **Physical & Mechanical Removals of Invasive/Exotic Vegetation.** – Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
2. **Planting of Native & Desirable, Low-lying Aquatic Vegetation** – Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
3. **Aquatic Fountain & Aeration Installation** – Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
4. **Native Fish Stocking** – Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
5. **Triploid Grass Carp Stocking** – Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
6. **Excess Trash/Oversize Object Collection Visits** – Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
7. **Seasonal Midge Fly Treatments** – Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

**These services to be performed at Steadfast's discretion, and for the success of the aquatic maintenance program. ¹ There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. ² Herbicide applications may be reduced during the rainy season/in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. ³ Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.*



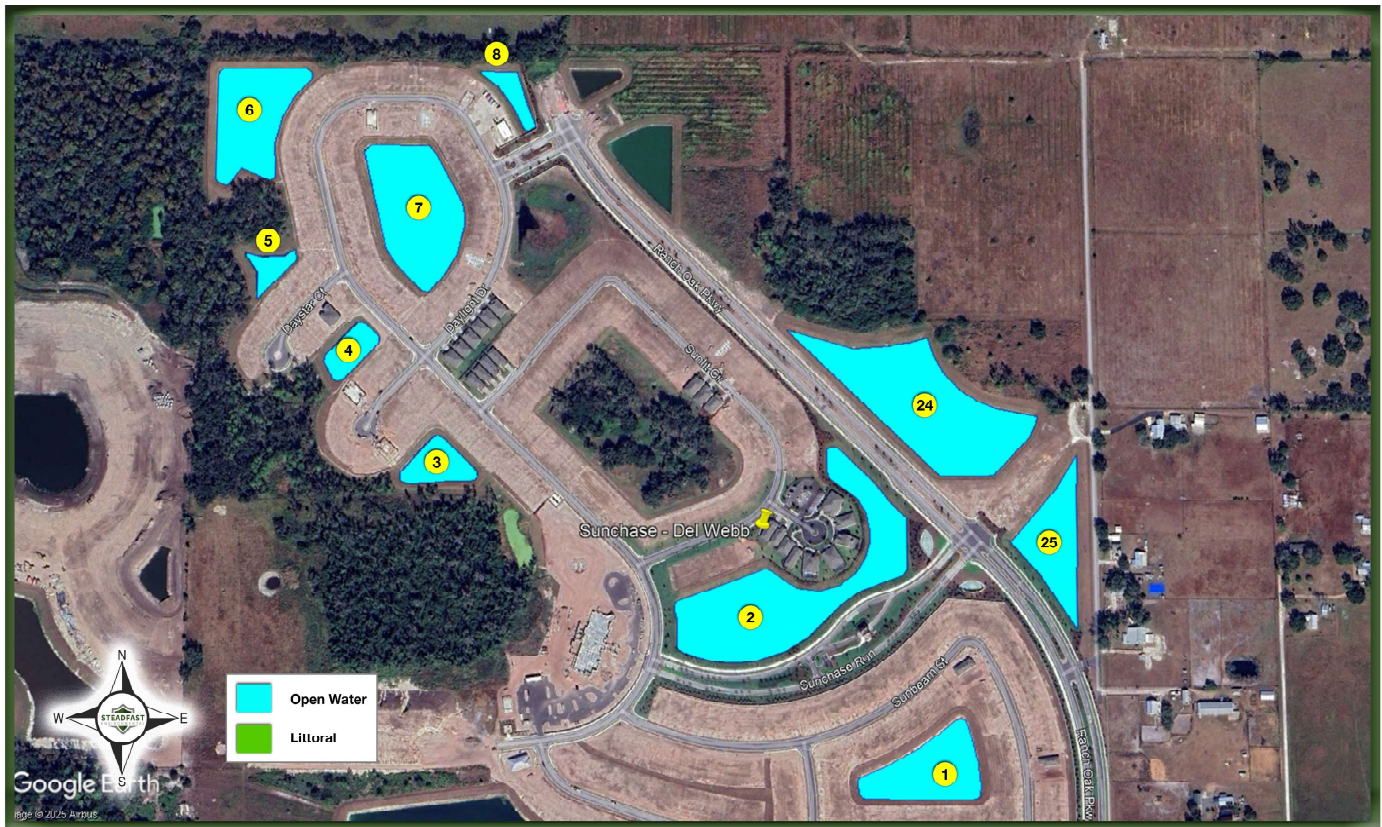
Service Area



DEL WEBB SUNCHASE

Ranch Oak Pkwy, Parrish, FL

Gate Code:



Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work herein above. Proof of insurance and necessary licensees will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.



Steadfast
Aquatics Division
30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com

Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / Steadfast Environmental, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

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

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____ 2026.

Matt Goldrick

Steadfast Representative

Account Manager

Title

Signature of Owner or Agent

Title



Aquatic Maintenance Contract

The Contractor's performance under this Agreement shall be excused without penalty to the extent the Contractor is unable to perform due to circumstances beyond its commercially reasonable control, including but not limited to:

- Accidents, acts of God, or extreme weather conditions
- Inability to secure labor and/or materials
- Fire, earthquake, or other natural disasters
- Rules, regulations, or restrictions imposed by any governmental authority
- National or regional emergencies, epidemics, pandemics, or other health-related outbreaks not caused by either party
- Other delays or failures resulting from causes beyond the Contractor's reasonable control

For the purposes of this Agreement, the parties specifically agree that water conservation regulations or guidelines are included within the aforementioned governmental restrictions. The Contractor shall not be held liable for any failure to perform as a direct or indirect result of compliance with, or good faith efforts to comply with, state or local water regulations or mandates.

This contract shall be deemed withdrawn unless executed within ninety (90) days of the date of this document.

We appreciate the opportunity to submit this agreement and look forward to the possibility of becoming part of your team, working together to achieve exceptional results.

By signing this agreement in the space provided below, the undersigned Client signatory represents and warrants that they have full authority to enter into this agreement on their own behalf and on behalf of the record owner of the service area. The Client further acknowledges that this agreement constitutes a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____, _____.

Client

Steadfast _____

Signature of Representative

Signature of Owner or Agent

Title

Title

Billing Information

Client Business Name:		Client Contact Name:	
Client Contract Number:		Client Contact Email:	
Billing Business Name:		Billing Contact Name:	
Billing Contact Phone:		Billing Contact Address:	

Any special billing requirements or notes:

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
All**

**WORK AUTHORIZATION NO. 1
POND MAINTENANCE SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated September 26, 2025, authorizes additional work in accordance with the *Agreement for Pond Maintenance Services Between Del Webb Sunchase Community Development District and Steadfast Environmental, LLC*, dated July 1, 2025 (“**Agreement**”).

SECTION 1. SCOPE OF SERVICES. In addition to the Services described in the Agreement, Contractor shall provide the services as set forth in Contractor’s proposal dated September 25, 2025, and attached hereto as **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (“**Additional Services**”).

SECTION 2. COMPENSATION. It is understood and agreed that the compensation for the Additional Services under this Work Authorization shall be in the amount set forth in Exhibit A and shall be remitted in the manner set forth in the Agreement. The total compensation for the Additional Services shall not exceed the actual services and/or work rendered under this Work Authorization. It is understood and agreed upon that the compensation for the completion of the Additional Services is based upon all materials and labor required to perform such services.

SECTION 3. FINAL AGREEMENT. This Work Authorization, together with the Agreement, represents the entire understanding between the District and the Contractor with regard to the Additional Services and supersedes any previously executed proposal or agreement related to the provision of such services.

SECTION 4. ACCEPTANCE. Acceptance of this Work Authorization will authorize the Contractor to complete the Additional Services as outlined herein and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Additional Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

ATTEST:

**DEL WEBB SUNCHASE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Kristen Suit
8D23CFF57A7B418...

Witness

DocuSigned by:
Brady Lefere
9549596DC71D4FB...

Chairperson, Board of Supervisors

WITNESS:

STEADFAST ENVIRONMENTAL, LLC
a Florida limited liability company

Signed by:

Jordan Lansford

99FB3CDE0CD4413...

Witness

Signed by:

Kevin Riemensperger

08B628FA3473404...

By: Kevin Riemensperger

Its: Aquatics Division Manager

Exhibit A: Scope of Additional Services

Exhibit A Scope of Additional Services



Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE DUE ESTIMATE #
9/25/2025 10/25/2025

BILL TO
Del Webb Sunchase CDD
C/O Wrathell, Hunt and
Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton FL 33431

SHIP TO
Del Webb Sunchase CDD

DESCRIPTION	QTY	RATE	AMOUNT
Purpose: Stocking of;			
2500 mixed Bluegill & Shellcracker/Redear Sunfish 5,000 Gambusia			
into pond #2 for the purpose of insect control. Additional benefits include: reduced severity of algal blooms, midge fly larvae & insect population reduction, increased angling opportunities & boosting the pond's biological productivity among others.	1.00	4,950.00	4,950.00

*Fish availability subject to seasonal & economic factors.

EST Timeframe: 1 Day

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

TOTAL 4,950.00

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this 25 day of September, 2025

Signature: Brady Lefere Digitally signed by Brady Lefere

Printed Name and Title: Brady Lefere, Chair

Representing (Name of Firm): Del Webb Sunchase CDD

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

B

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
BI**

AGREEMENT FOR POND FOUNTAIN CLEANING & MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 26 day of September 2025, by and between:

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

STEADFAST ALLIANCE, a Florida limited liability company, with a mailing address of 30435 Commerce Drive, Suite 102, San Antonio, Florida 33576 (“Contractor”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”); and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide quarterly fountain cleaning and maintenance services for pond fountains located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide fountain cleaning and maintenance services to the fountains located in the ponds in the District and has agreed to provide to the District those services identified in this Agreement and in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional fountain cleaning and maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services as shown in **Section 3**

of this Agreement.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF FOUNTAIN CLEANING SERVICES. The Contractor will provide quarterly fountain cleaning and maintenance services for the pond fountains located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a weekly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **One Thousand Twenty Dollars (\$1,200.00) per quarter, for a not-to-exceed annual cost of Four Thousand Eight Hundred Dollars (\$4,800.00)**. The initial term of this Agreement shall be from October 1, 2025, through September 30, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

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

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each quarter, the Contractor shall

invoice the District for all services performed in the prior quarter and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each quarterly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required

insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services

rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this 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.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized

by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notice” or “Notices”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Del Webb Sunchase Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: Steadfast Alliance
30435 Commerce Drive, Suite 102
San Antonio, Florida 33576
Attn: _____

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

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Manatee County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010; WRATHELLC@WHHASSOCIATES.COM; OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not

be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

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

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities,

including with the District (“Prohibited Criteria”).

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

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

SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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

**DEL WEBB SUNCHASE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Brady Lefere

9549596DC71D4EB

Chair/Vice Chair, Board of Supervisors

STEADFAST ALLIANCE

Signed by:

Kevin Riemensperger

08B628EA3473404...

By: Kevin Riemensperger

Its: Aquatics Division Manager

Exhibit A: Description of Services

Exhibit A

Description of Services

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
BII**



Steadfast Alliance
30435 Commerce Drive
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE 9/25/2025 DUE 10/25/2025 ESTIMATE #

BILL TO
Del Webb Sunchase CDD
C/O Wrathell, Hunt and
Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton FL 33431

SHIP TO
Del Webb Sunchase CDD

DESCRIPTION	QTY	RATE	AMOUNT
Purpose: Stocking of; 2500 mixed Bluegill & Shellcracker/Redear Sunfish 5,000 Gambusia into pond #2 for the purpose of insect control. Additional benefits include: reduced severity of algal blooms, midge fly larvae & insect population reduction, increased angling opportunities & boosting the pond's biological productivity among others.	1.00	4,950.00	4,950.00

*Fish availability subject to seasonal & economic factors.

EST Timeframe: 1 Day

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

TOTAL 4,950.00

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this 25 day of September, 2025.

Signature: Brady Lefere Digitally signed by Brady Lefere

Printed Name and Title: Brady Lefere, Chair

Representing (Name of Firm): Del Webb Sunchase CDD

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
BIII**



Steadfast Alliance
Suite 102
San Antonio FL 33576 US

ESTIMATE

DATE DUE ESTIMATE #
5/1/2026 5/31/2026 EST-SCA3942

BILL TO

Del Webb Sunchase CDD
C/O Wrathell, Hunt and
Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton FL 33431

SHIP TO

Ranch Oak Pkwy
Parrish FL 34219

DESCRIPTION	QTY	RATE	AMOUNT
Fish stocking of pond 7 at Del Webb Sunchase CDD.			
Steadfast will stock approximately 1675 bluegill (<i>lepomis macrochirus</i>) across one pond. The pond will be stocked according to acreage (~400 fish/acre).	1.00	2,512.00	2,512.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

TOTAL **2,512.00**

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this 4th day of May, 2026.

Signature:  Brady Lefere (May 4, 2026 09:19:24 EDT)

Printed Name and Title: Brady Lefere - President

Representing (Name of Firm): Del Webb Sunchase CDD








DW Sunchase Pond 7 Stocking Proposal

Final Audit Report

2026-05-04

Created:	2026-05-01
By:	Tonya Martinez (tmartinez@accessdifference.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUM6oJcW-INRYnx2-IOIH7bjuW-ckiwpl

"DW Sunchase Pond 7 Stocking Proposal" History

-  Document created by Tonya Martinez (tmartinez@accessdifference.com)
2026-05-01 - 2:49:58 PM GMT
-  Document emailed to Brady Lefere (brady.lefere@pultegroup.com) for signature
2026-05-01 - 2:50:02 PM GMT
-  Email viewed by Brady Lefere (brady.lefere@pultegroup.com)
2026-05-01 - 2:54:43 PM GMT
-  Email viewed by Brady Lefere (brady.lefere@pultegroup.com)
2026-05-02 - 3:19:47 PM GMT
-  Email viewed by Brady Lefere (brady.lefere@pultegroup.com)
2026-05-03 - 3:05:27 PM GMT
-  Document e-signed by Brady Lefere (brady.lefere@pultegroup.com)
Signature Date: 2026-05-04 - 1:19:24 PM GMT - Time Source: server
-  Agreement completed.
2026-05-04 - 1:19:24 PM GMT

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

C

Del Webb Sunchase CDD Sign Map



Barry Mazzoni

Field Operations

September 18, 2025

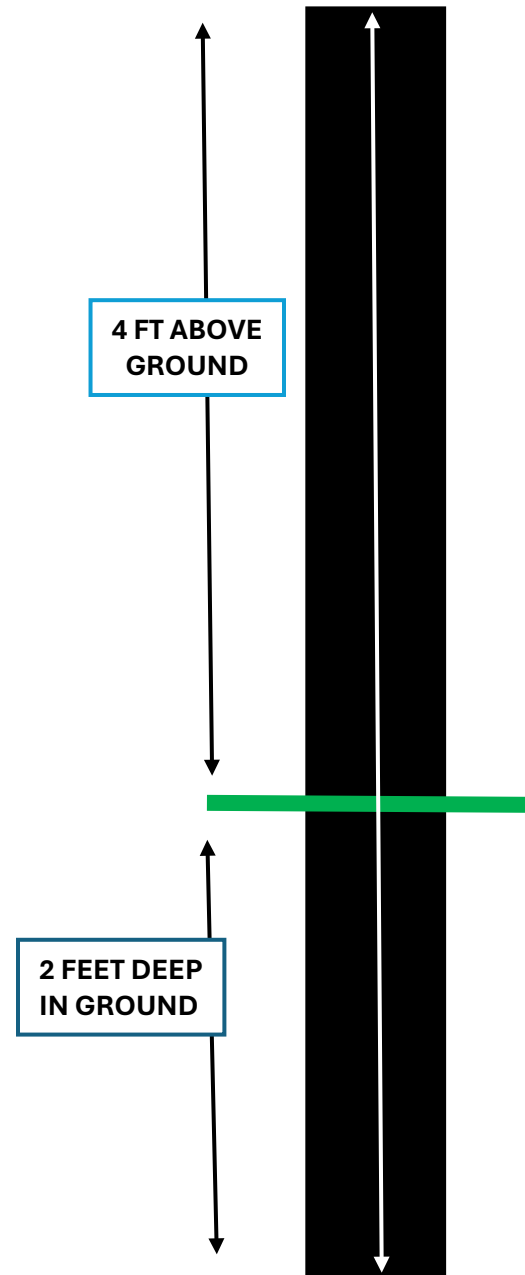


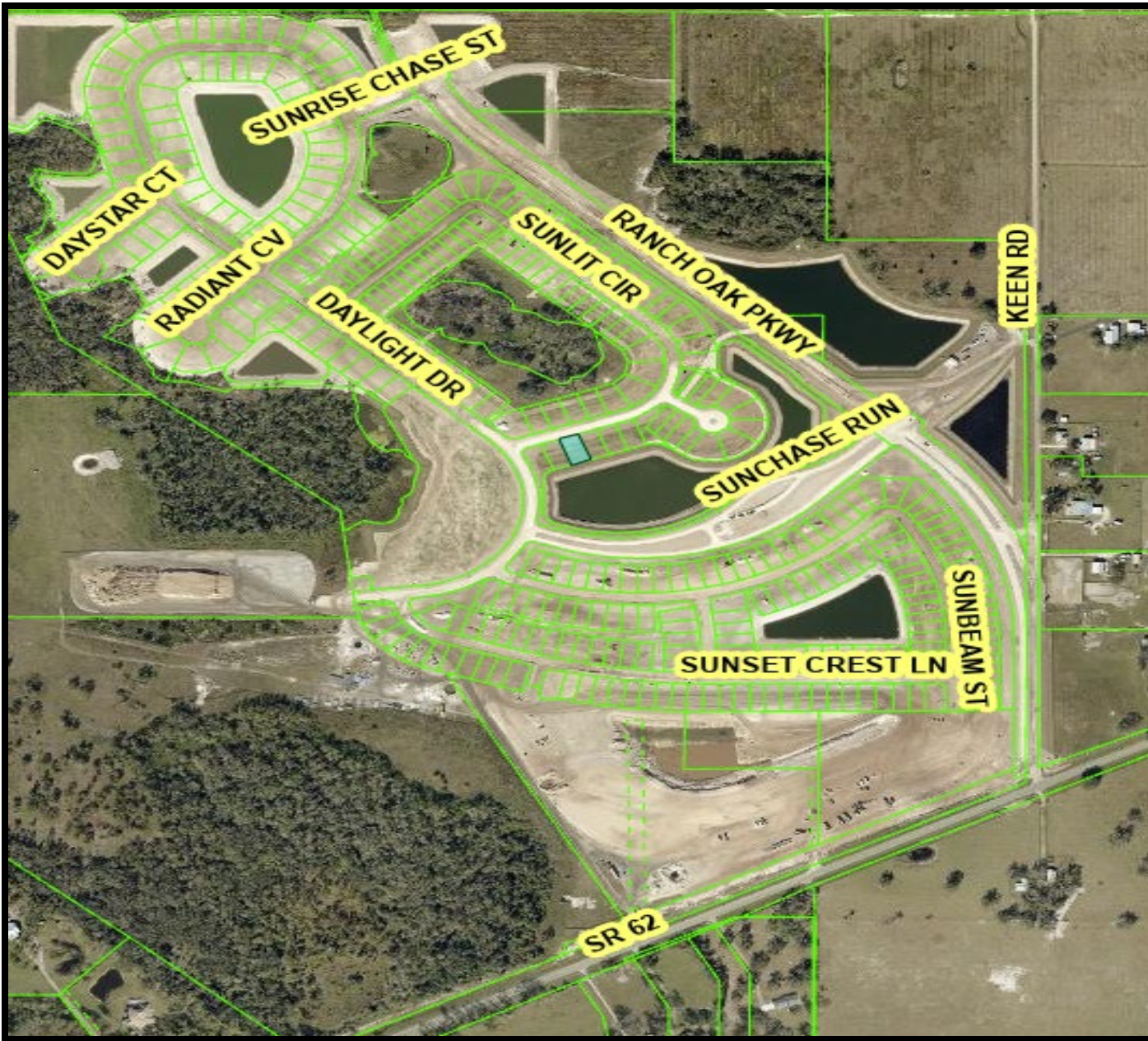
Sign Design

12" x 18"



6 ft post





TOTAL POND
SIGNS SUGGESTED
PONDS 1-23
30

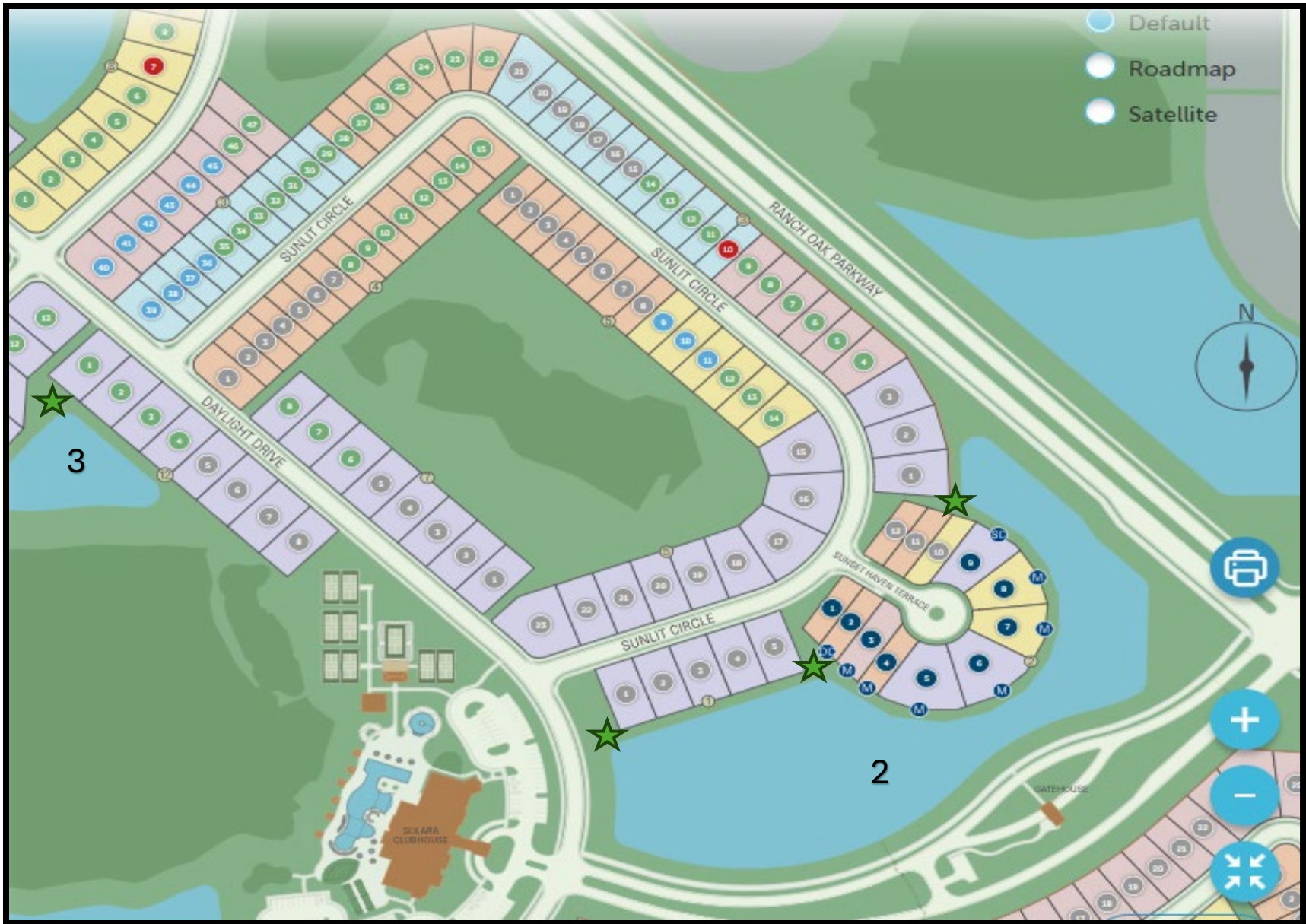
PONDS 24-25
**(TO BE QUOTE
SEPARATELY)**
4

COMMUNITY MAP

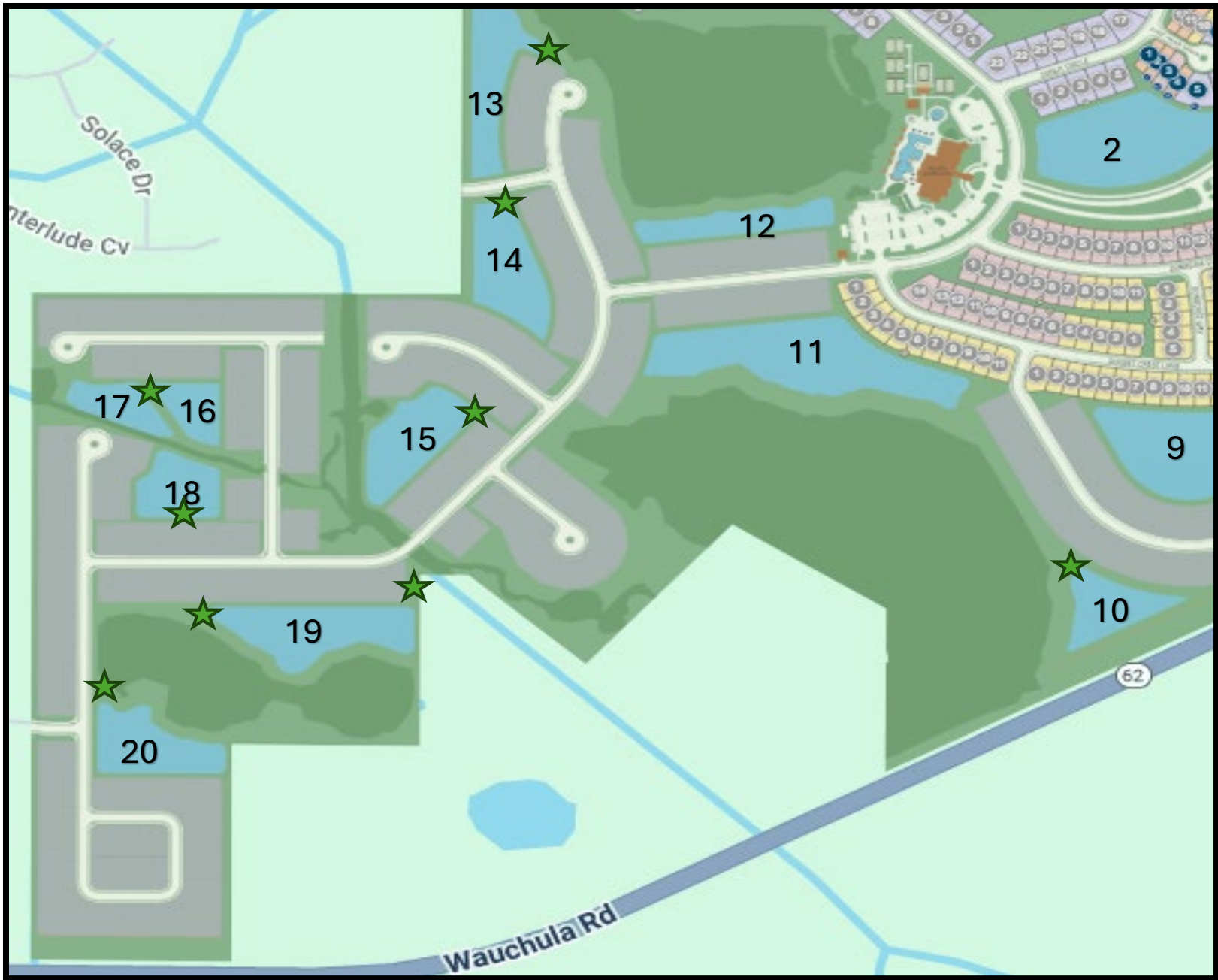


★ Suggested Sign Location













POND SIGNS

PONDS 24-25

**(TO BE QUOTE
SEPARATELY)**

4

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
D**



3875 Correia Dr.
Zephyrhills, FL 33542
(813) 779-7446

INVOICE

INV-3177

As we work together, Amazing things will happen
amazingsigns.net

Completed Date: 10/17/2025
Payment Terms: Cash Customer
Payment Due Date: 10/17/2025

Created Date: 9/22/2025

DESCRIPTION: 12" x 18" Danger Aluminum Signs & 7' Galvanized Poles

Bill To: Del Webb Sunchase CDD 9114 Sunset Haven Terrace Parrish, FL 34219 US	Installed: Del Webb Sunchase CDD 9114 Sunset Haven Terrace Parrish, FL 34219 US
---	---

Ordered By: Kristen Suit
Email: suitk@whhassociates.com
Work Phone: (561) 571-0010
Cell Phone: (410) 207-1802
Tax ID: 85-8019631541?-7

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	12" x 18" Danger Aluminum Signs & 7' Galvanized Poles	1	\$4,645.00	\$4,645.00
1.1	Misc. Part - 12" x 18" Danger There May Be Alligators and Snakes in the Area Do Not Feed the Wildlife sign made with cut blue and black vinyl on 063 aluminum, designed as per proof Part Qty: 22 - Retail Price: \$50.00			
1.2	Misc. Part - 7' Galvanized U-channel pole Part Qty: 22 - Retail Price: \$75.00			
1.3	Misc. Part - Install one 7' U-channel pole in an unobstructed dirt or grass area two feet in the ground and mount one sign to it Part Qty: 22 - Retail Price: \$85.00			
1.4	Misc. Part - Travel Fee Part Qty: 1 - Retail Price: \$25.00			

Subtotal:	\$4,645.00
Taxes:	\$0.00
Grand Total:	\$4,645.00
Amount Paid:	\$3,595.00
BALANCE DUE:	\$1,050.00

This order requires a \$3,595 deposit. The remaining balance is due upon installation.

All deposits are non-refundable

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

E

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
EI**

BILL OF SALE AND LIMITED ASSIGNMENT
[STORMWATER IMPROVEMENTS, PONDS 24 AND 25]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 23 day of September, 2025, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Del Webb Sunchase Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[SIGNATURE PAGE FOLLOWS]

[Signature Page –Bill of Sale]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: JAMES TAYLOR

[Signature]
Name: [Signature]
Title: Director of Land Development

By: [Signature]
Name: Gregory J. King

STATE OF FLORIDA
COUNTY OF HEWESBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of SEPTEMBER, 2025, by Ray Aponte, as Director of Land Development of Pulte Home Company LLC, a Michigan limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: CHERYL ANN JONES
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

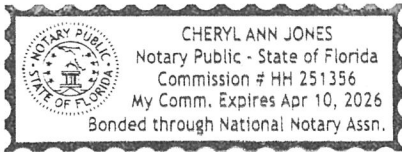


EXHIBIT A

The stormwater management systems referred to as pond 24 and pond 25 located within the real property described below,

AND TOGETHER with all of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all guaranties, warranties, affidavits, lien waivers, and agreements given heretofore and with respect to the construction or composition of all improvements located in, on, upon or under and comprising a part of the Property, if any.

Description Sketch

(Not A Survey)

**CROSSWIND RANCH ACTIVE ADULT
DRAINAGE & CONSTRUCTION EASEMENT #3**

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 22, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 22, run thence along the East boundary of the Northeast 1/4 of said Section 22, S.00°32'55"W., a distance of 1332.70 feet to the South boundary of the Northeast 1/4 of said Northeast 1/4; thence along said South boundary, N.89°36'39"W., a distance of 682.86 feet to the West maintained right of way line of KEEN ROAD; thence along said West right of way line, S.00°00'11"E., a distance of 846.21 feet for a **POINT OF BEGINNING**; thence continue along said West maintained right of way line, S.00°00'11"E., a distance of 189.87 feet; thence, departing said West maintained right of way line, Northwesterly, 614.63 feet along the arc of a non-tangent curve to the left having a radius of 1250.00 feet and a central angle of 28°10'22" (chord bearing N.31°54'49"W., 608.46 feet); thence N.46°00'00"W., a distance of 1879.66 feet; thence Northwesterly, 658.35 feet along the arc of a tangent curve to the right having a radius of 1150.00 feet and a central angle of 32°48'03" (chord bearing N.29°35'59"W., 649.40 feet) to the North boundary of the Northwest 1/4 of aforesaid Section 22; thence along said North boundary, S.89°43'47"E., a distance of 25.55 feet to the North 1/4 corner of said Section 22; thence along the North boundary of aforesaid Northeast 1/4, S.89°30'46"E., a distance of 232.36 feet; thence departing said North boundary, S.46°09'14"E., a distance of 62.81 feet; thence S.08°32'44"E., a distance of 34.49 feet; thence S.24°37'56"W., a distance of 45.81 feet; thence S.64°30'10"W., a distance of 77.79 feet; thence S.28°34'01"E., a distance of 118.70 feet; thence N.64°52'35"E., a distance of 51.68 feet; thence N.76°34'53"E., a distance of 31.05 feet; thence N.89°22'40"E., a distance of 110.97 feet; thence S.77°52'51"E., a distance of 29.85 feet; thence S.76°41'21"E., a distance of 293.79 feet; thence S.89°30'00"E., a distance of 475.00 feet; thence S.00°30'00"W., a distance of 320.00 feet; thence S.11°17'32"E., a distance of 115.21 feet; thence S.84°00'55"E., a distance of 73.67 feet; thence S.20°22'01"E., a distance of 69.39 feet; thence S.21°26'18"E., a distance of 56.01 feet; thence S.00°12'53"W., a distance of 97.78 feet; thence S.01°30'43"E., a distance of 65.18 feet; thence S.10°36'14"E., a distance of 38.59 feet; thence S.05°07'20"W., a distance of 95.47 feet; thence S.36°13'04"E., a distance of 53.38 feet; thence S.32°15'51"E., a distance of 56.39 feet; thence S.40°58'25"E., a distance of 100.29 feet; thence S.45°07'32"E., a distance of 140.50 feet; thence S.45°31'38"E., a distance of 128.52 feet; thence N.82°25'22"E., a distance of 235.73 feet; thence N.59°33'43"E., a distance of 22.14 feet; thence S.63°09'04"E., a distance of 28.55 feet; thence S.08°50'49"E., a distance of 24.43 feet; thence S.00°58'55"W., a distance of 672.86 feet; thence S.46°30'39"E., a distance of 19.26 feet to the **POINT OF BEGINNING**.

Containing 27.220 acres, more or less.

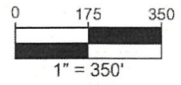
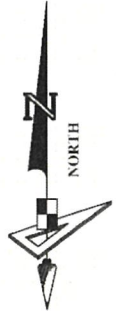
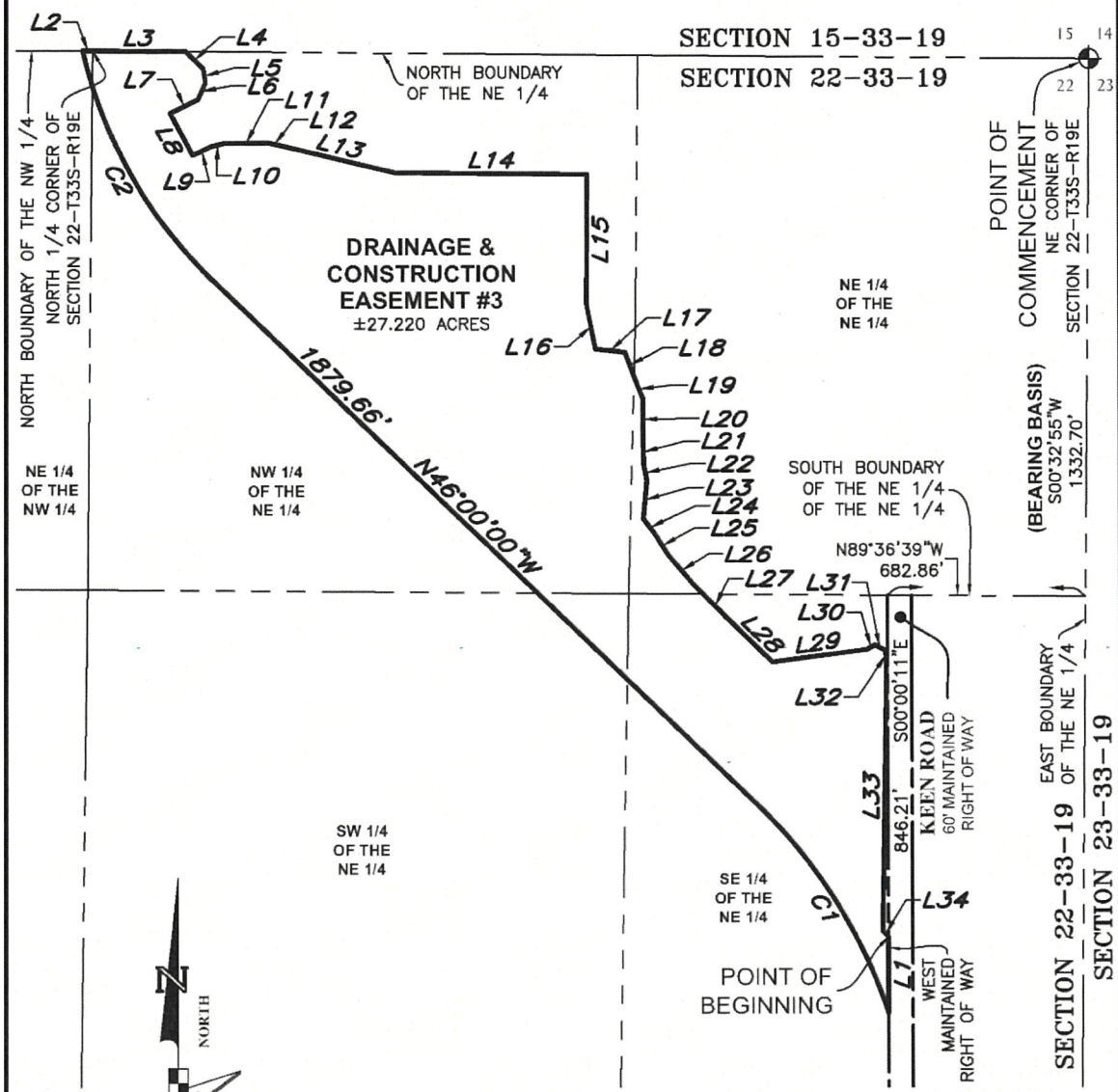
SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the East boundary of the Northeast 1/4 of Section 22, Township 33 South, Range 19 East, Manatee County, Florida, having a Grid bearing of South 00°32'55" West. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) See Sheet 2 for Sketch. See Sheet 3 for Line and Curve Tables.

<p>David William S</p> <p>Digitally signed by David Williams DN: c. US, st. Florida, ou=Professional Surveyor and Mapper, cn=David Williams, email=David@geopointsurvey.com Date: 2023.12.09 11:02:21 -0500</p> <p>David A. Williams, Jr. LS6423</p>	<p>JOB #: Crosswind Ranch - AA - D&C Ease#3</p> <p>DRAWN: JMW DATE: 12/08/2023 CHECKED: MHC</p> <p>Prepared For: HBWB</p>	<p>West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 www.geopointsurvey.com Licensed Business No.: LB 7768</p>															
	<p>Revisions</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 65%;">DESCRIPTION</th> <th style="width: 20%;">DRAWN</th> </tr> </thead> <tbody> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> </tbody> </table>		DATE	DESCRIPTION	DRAWN	---	---	---	---	---	---	---	---	---	---	---	---
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Description Sketch

(Not A Survey)



See Sheet 1 for Description.
See Sheet 3 for Line & Curve Tables.

West Florida
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch (Not A Survey)

Line Data Table			Line Data Table		
No.	Bearing	Length	No.	Bearing	Length
L1	S00°00'11"E	189.87'	L18	S20°22'01"E	69.39'
L2	S89°43'47"E	25.55'	L19	S21°26'18"E	56.01'
L3	S89°30'46"E	232.36'	L20	S00°12'53"W	97.78'
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Curve Data Table					
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LEGEND

Δ ----- Central Angle

See Sheet 1 for Description.
See Sheet 2 for Sketch.

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30117-2001 - 2001-2002
 1:12,500
 SCALE 1" = 200'
 100' 200' 300'
 NORTH
 30117-2001 - 2001-2002
 1:12,500
 SCALE 1" = 200'
 100' 200' 300'
 NORTH
 30117-2001 - 2001-2002
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 SCALE 1" = 200'
 100' 200' 300'
 NORTH

- LEGEND:**
- PROPERTY LINE
 - WETLAND CONSERVATION AREA
 - POND
 - AMENITY CENTER / PARK
 - 40' LOTS
 - 47' LOTS
 - 57' LOTS
 - 57' LOTS
 - 64' LOTS
 - 6' HI TAN PVC FENCE
 - 6' HI PRECAST WALL
 - 6' HI BLACK ALUMINUM FENCE
 - 6' HERRINGBONE CONNECTION FENCE
 - 8' COMMUNITY TRAIL



ACTIVE ADULT LOT COUNT TABLE

PHASE	40' X 120' (REBURE)	47' X 120' (PASSPORT)	57' X 120' (SCENE)	57' X 120' (DISTINCTIVE)	64' X 120' (ECHO)	TOTAL
I	47	55	50	105	92	349
II	29	41	52	103	89	314
III	54	62	32	109	83	342
TOTAL	130	158	134	317	264	1005

Del Webb
SUNCHASE
 PREPARED BY:
Clearview
 LAND DESIGN, P.L.
 Registered Professional Landscaper #17388B
 3010 W. Adams Street, Suite 150
 Clearwater, FL 34615

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS
EII**

**DISTRICT ENGINEER'S CERTIFICATE
[STORMWATER IMPROVEMENTS, PONDS 24 AND 25]**

September 22, 2025

Board of Supervisors
Del Webb Sunchase Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of CLEARVIEW LAND DESIGN, P.L. ("**District Engineer**"), as District Engineer for the Del Webb Sunchase Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated November 2024, as amended and supplemented ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

[SIGNATURE PAGE FOLLOWS]

CLEARVIEW LAND DESIGN, P.L.

CVF

CHRISTOPHER FISHER, P.E.

Florida Registration No. 85555

District Engineer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of September, 2025, by Chris Fisher as District Engineer of Clearview Land Design, P.L., a Florida corporation, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Peyton Ryan

NOTARY PUBLIC, STATE OF FLORIDA

Name: PEYTON RYAN

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

(NOTARY SEAL)

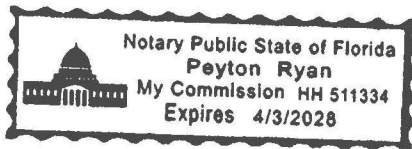
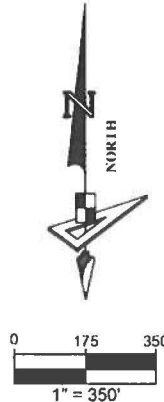
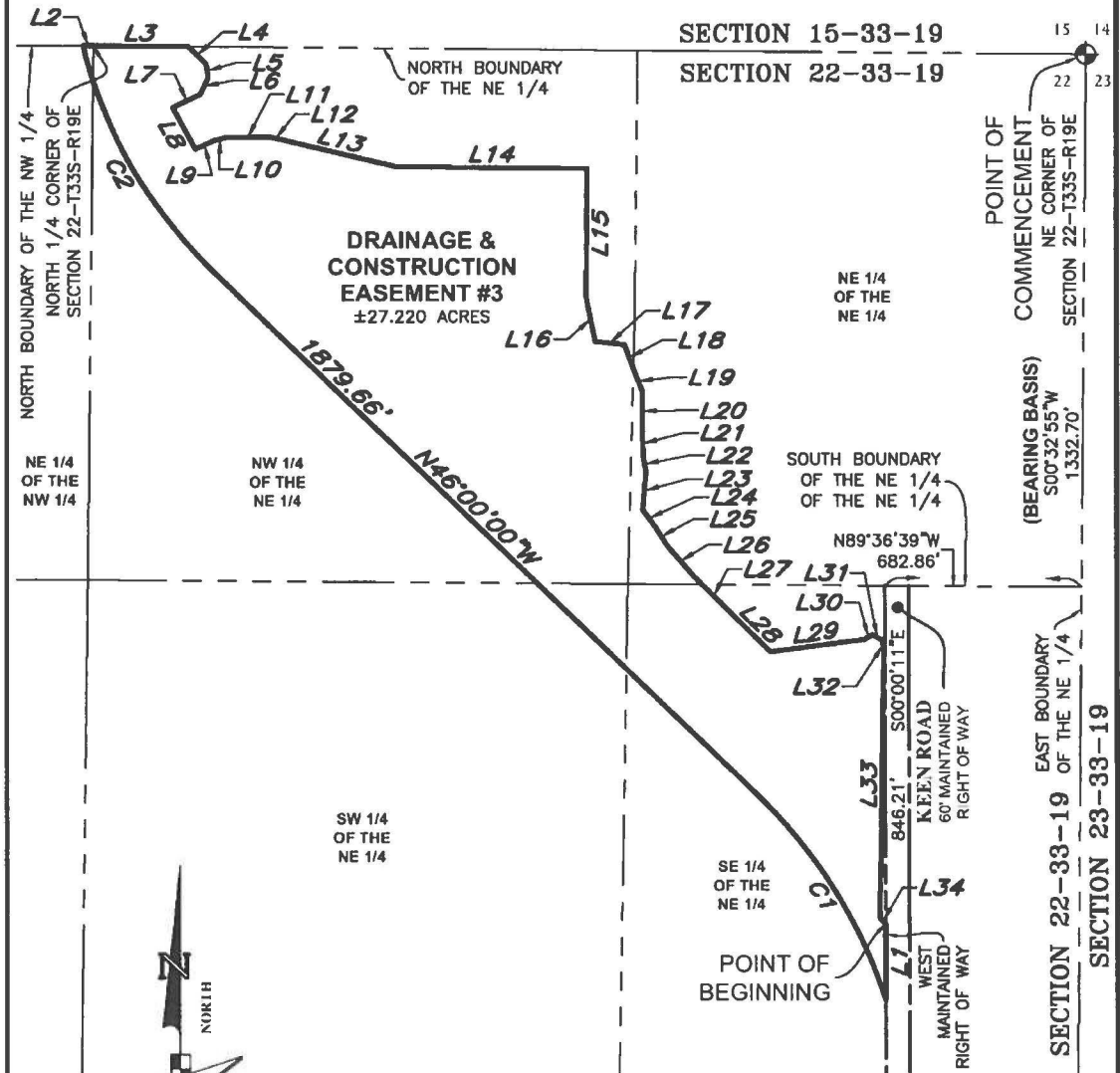


EXHIBIT A

The stormwater management systems referred to as pond 24 and pond 25, located within the real property described below:

Description Sketch

(Not A Survey)



See Sheet 1 for Description.
See Sheet 3 for Line & Curve Tables.

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LEGEND

Δ ----- Central Angle

See Sheet 1 for Description.
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**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

F

**LICENSE AGREEMENT BY AND BETWEEN THE DEL WEBB SUNCHASE COMMUNITY
DEVELOPMENT DISTRICT AND DEL WEBB SUNCHASE COMMUNITY ASSOCIATION, INC.
REGARDING LANDSCAPE AND HARDSCAPE MAINTENANCE**

THIS LICENSE AGREEMENT (the “License Agreement”) is made and entered into this 14
day of October, 2025, by and between:

Del Webb Sunchase Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Manatee County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

Del Webb Sunchase Community Association, Inc., a Florida not-for-profit corporation, with an address of 2970 University Parkway, Suite 104, Sarasota, Florida 34243 (the “Association”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

WHEREAS, the Association has asked the District for a license to maintain certain landscape and hardscape improvements (“Improvements”) on the District’s property, for which the District is agreeable under the terms and conditions set forth herein; and

WHEREAS, the District agrees to grant the Association a non-exclusive license for access and use of property within the District for the purpose of maintaining the Improvements within the tracts specifically identified in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, the District and the Association desire to set forth the terms of their mutual agreement regarding the access and use of the Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Association agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF MAINTENANCE LICENSE. The District hereby grants to the Association a non-exclusive license (the "License") to access, maintain, repair, and replace the Improvements on the Property.

3. CONDITIONS ON THE LICENSE. The License granted herein is subject to the following terms and conditions:

A. The District hereby grants the Association, its officers, employees, contractors and affiliates the limited right to access the District property for the purposes described in this License Agreement.

B. Association shall contractually require its contractors to use all due care to protect the property of the District, its residents and landowners from damage by the Association's contractors. Association shall contractually require its contractors to repair any damage resulting from the activities and work of the Association's contractors. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

C. Association shall be solely responsible for any and all costs or fees associated with the routine maintenance of the Improvements.

D. The District reserves the right to remove the Improvements for any reason with no obligation to reinstall the Improvements.

E. Association's use shall not interfere with the operation of the Property as a public improvement or as part of the District's stormwater management system.

F. Association shall contractually require its contractors to coordinate with the District and its contractors regarding the maintenance of District pond banks and the point at which the Improvements end (i.e., pond banks). By execution of this Agreement, Association acknowledges its understands that the District may hire other contractors to maintain the stormwater ponds and/or the pond banks and that coordination of services may be required.

4. EFFECTIVE DATE; TERM. This License Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated pursuant to the terms of this License Agreement.

5. REVOCATION, SUSPENSION AND TERMINATION. The District and the Association acknowledge and agree that the License granted herein is a mere privilege and may be suspended

or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Association written notice of the suspension or revocation, which notice shall be effective immediately upon receipt by Association. Both the District and Association may terminate this License Agreement upon ten (10) days' written notice. The provisions of Sections 8, 9, and 11, below, shall survive any revocation, suspension or termination of this License Agreement.

6. COMPENSATION. The Association shall maintain the Improvements at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this License Agreement.

7. COMPLIANCE WITH LAWS, RULES AND POLICIES. Association shall comply at all times with relevant statutes and regulations governing the maintenance of the Improvements and shall, upon request of the District, provide proof of such compliance.

8. CARE OF PROPERTY. Association agrees to use all due care to protect the property of the District, its patrons and guests from damage. Association shall assume responsibility for any and all damage to any real or personal property of the District, including its stormwater system, or any third parties as a result of the Association's activities under this License Agreement, including any damage caused by its authorized representatives or contractors. Association shall repair any damage resulting from its operations under this License Agreement within a reasonable time and shall use its best efforts to make such repairs within twenty-four (24) hours. Any such repairs shall be at Association's sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Paragraph 8 shall survive the termination of this Agreement.

9. INDEMNIFICATION.

A. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. To the fullest extent permitted by law, the Association agrees to, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Association, its members, managers, agents, subcontractors or assigns in connection with the purposes of this License Agreement; however, this indemnity obligation shall not extend to acts of gross negligence or willful acts of District Indemnitees. Furthermore, the Association will contractually require its contractors to

defend, indemnify, save and hold the District Indemnitees harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Association's contractors, subcontractors or assigns in connection with the purposes of this License Agreement. For avoidance of doubt, indemnification obligation of the Association herein requires the Association to indemnify the District for any and all percentage of fault attributable to Association for in any claims arising hereunder (whether such claim is against the District, the Association or the District and Association as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Association further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

C. For purposes of this Section, "acts or omissions" on the part of the Association, and its members, managers, agents, assigns, contractors or subcontractors, includes, but is not limited to:

- i. Provision of the work in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency having jurisdiction, unless such permit, license, certification, consent, or other approval is first obtained;
- ii. Any claims resulting from personal injury and property damage.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

10. INSURANCE.

A. Association Insurance Requirement. The Association shall, at its own expense, maintain insurance during the term of this License Agreement, with limits of liability not less than the following: General Liability Bodily Injury (including contractual) \$1,000,000 (combined single limit) and General Liability Property Damage (including contractual) \$1,000,000 (combined single limit). The District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. The Association shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or

termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. The Association's insurance shall remain in place throughout the term of this License Agreement.

B. Association's Contractor Insurance Requirement. Association shall require all contractors doing work within the Property to maintain insurance applicable to the work being done within the Property for the duration of the work with limits of liability not less than the following: General Liability Bodily Injury (including contractual) \$1,000,000 (combined single limit) and General Liability Property Damage (including contractual) \$1,000,000 (combined single limit) and name the District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. Such contractor's insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. Association shall furnish District certificates evidencing coverage in advance of any contractor commencing any work within the Property. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this License Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. The provisions of this Paragraph 11 shall survive the termination of this Agreement.

12. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Association all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

13. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

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

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

16. ASSIGNMENT. Neither the District nor the Association may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

17. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Association shall act as an independent contractor. Neither Association nor any individual employed by Association in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Association agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Association shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Association shall have no authority to represent the District as agent, employee or in any other capacity.

18. NOTICES. All notices, requests, consents, and other communications hereunder (the "Notices") shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Del Webb Sunchase
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Attn: District Counsel

B. If to the Association: Del Webb Sunchase
Community Association, Inc.
2970 University Parkway
Suite 104
Sarasota, FL 34243
Attn: _____

Except as otherwise provided in this License Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00

p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this License Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

19. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

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

IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, WRATHELLC@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

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

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

24. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this License Agreement the day and year first written above.

Attest:

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Kristen Suit
8D23CFF57A7B418...
Secretary / Assistant Secretary

Signed by:
Melisa Sgro
3123FE7560B4E4...
Chairperson/Vice Chairperson, Board of Supervisors

Witness

DEL WEBB SUNCHASE COMMUNITY ASSOCIATION, INC.

Signed by:
Jordan Lansford
99FB3CDE0CD4413...
Signature

DocuSigned by:
Brady Lefere
9549596DC71D4FB...
By: Brady Lefere
Its: President

Jordan Lansford
Print Name of Witness

Exhibit A: Property

Exhibit A
Property

Tracts C-1, C-2, C-3, C-4, D-1, D-2, D-3, D-4, D-5, D-6 and D-7, as shown on the plat known as Del Webb Sunchase Phase 1 FKA Crosswind Assemblage I-A, I-B, I-C, as recorded at Plat Book 84, Page 126, of the Official Records of Manatee County, Florida

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

G

**AGREEMENT FOR
POND BANK MAINTENANCE SERVICES**

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

SUNNYGROVE LANDSCAPE & IRRIGATION MAINTENANCE, LLC, with a mailing address of P.O. Box 347, Estero, Florida 33928 (“**Contractor**”).

RECITALS

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

WHEREAS, the District owns, operates and maintains stormwater ponds (“**Facilities**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pond bank mowing services for the Facilities, as outlined in **Exhibit A (“Services”)**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A for Phase 1**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A for Phase 1 (\$4,800 monthly not to exceed \$57,600 annually)**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

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

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

8. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf

of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

9. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

10. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

11. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

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

13. ATTORNEY'S FEES. In the event that either the District or Contractor is required to enforce this 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.

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

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

16. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

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

19. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**").

Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); wrathellc@whhassociates.com (EMAIL).

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

22. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

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

25. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work

authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

26. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

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

28. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

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

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

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**"). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**DEL WEBB SUNCHASE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Brady Lefere
9549596DC71D4FB...
By: Brady Lefere
Its: President
Date: 9/11/2025

**SUNNYGROVE LANDSCAPE & IRRIGATION
MAINTENANCE, LLC**

Signed by:
Jason Stafford
80119CC43F674E8...
By: Jason Stafford
Its: Maintenance General Manager
Date: 9/11/2025

- Exhibit A:** Proposal
- Exhibit B:** Insurance Certificate with Endorsements

EXHIBIT A



SunnyGrove Landscape & Irrigation Maintenance, LLC

**P.O. Box 347
Estero, Florida 33928
(239) 992-1818 Fax: (239) 992-3564**

Landscape Management Services Specifications and Proposal

For

**DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT
DISTRICT
Bahia Lakes
P.O Box 810036
Boca Raton, FL 33481**

4-4-2025

MAINTENANCE OPERATIONS

General Duties

- An Account Manager will maintain a means to be available to complete a physical property inspection and review with the Property Manager as needed; be available to meet with executive, administrative, or other company personnel connected to the project as needed; be available to answer questions, and respond to requests for service, in relation to the project in a timely manner; and provide detailed reports to the Property Manager outlining work progress.
- Litter and debris pickup will be removed in all responsible areas including medians, sidewalks, nature trails, and around holding ponds.
- All machinery and tools will be cleaned and serviced daily.

Routine Services and Lawn Maintenance

- Routine Services and Lawn Maintenance to follow provided schedule:
 - **Bahai Areas – 32 Total Services**
 - July – September: Weekly Services
 - November – March: 1x a Month Services
 - April – June: Bi-Weekly Services
 - Additional Mowing or labor will be charged at \$75.00/Man hr per request.
- All turf in developed responsible areas will receive complete lawn maintenance, including mowing; edging curbs and walks; trimming around trees, posts, lights, etc.; and blowing off hard surfaces.
- Hard/Soft Edging: To maintain nice healthy turf along hard and soft edges the schedule will follow this schedule:
 - Hard edging one service, next service soft edging. This is to let the turf keep a nice healthy thick border on all edges of turf grass areas.
- This agreement includes blowing of ground level breezeways throughout the community at time of routine services.
- The following standards will apply to lawn maintenance operations:
 - Mower blades will be sharpened weekly.
 - Turf will be maintained at the following heights:
 - Bahia – 3”
 - Mowing patterns will be adjusted for each service, where applicable, so as to avoid rutting and tire marks.
 - Small medians, hills, and slopes will be maintained with smaller equipment and/or string trimmers so as to avoid scalping or damage from mower frames.
 - Use of mulching blades will be employed where applicable to avoid extensive thatch build up.
 - All clippings will be blown back into turf areas and will be directed away from streets, curbs, and storm water catch basins
 - Any weather events that require no service for a scheduled day, that day will be made up on that Saturday. If there are multiple days of inclement weather, the management company, the board and Sunnygrove will come up with an agreeable service make up schedule to complete the work.

Ornamental Bed Maintenance

- Bed Maintenance to follow schedule of **0 Services** throughout year.
- Detailing operations will include pruning, removal of dead wood, and sucker removal.
- Beds will be hand weeded and/or treated with an appropriate herbicide to eliminate weeds
- **Ornamental grasses will be cut back 0x per year, in late spring and fall.**
 - Pruning of grasses overhanging sidewalks and bed lines will be completed as needed.
- **Trees/Shrubs** will be shaped and maintained in a manner appropriate to enhance the natural and/or intended form of the species. **Height of cut not to exceed 8’ for trees and 12’ for palms. Formal pruning of palms is not included in this contract and is recommended annually. Only what we can reach from the ground with a pole saw we will be able to trim. A ladder will not be used to trim trees or palms.**
- **Diameter of cut not to exceed 3” on all hardwoods.**
- **Ground covers** will be edged off curbs, sidewalks and bed lines
- All **ornamental Shrubs** will be maintained and shaped in a manner appropriate to enhance the natural and/or intended form of the species.
- Vines, suckers, and undesirable vegetation will be removed from in and around planting beds

- The following standards will apply to all bed maintenance operations:
 - Pruning equipment and blades will be maintained in safe working order and sharp at all times.
 - Proper pruning cuts and techniques will be employed for the various species and situations
 - No clippings will be left on, in or around plant materials or trees
 - Larger limbs and debris will be removed from site
 - **Hard Cut Backs of plant material are not covered under this contract**

Fertilization

- Fertility will follow The Florida EPA Best Management Practices.
- Fertilization requirements of **Turfgrass** is included within this agreement and will be met through **0 applications** per year.
- Annual fertility requirements for **Ornamental trees and shrubs** will be met through **0 applications** per year.
- Annual fertility requirements for all **Palms, excluding Sabal Palmettos**, will be met through **0 applications** per year.
- Fertilizer will be applied at a rate of 1 pound of N and K per 1,000 square feet by means of a rotary spreader
- All plant material, seasonal plantings, turf and trees in developed areas will be treated with product recommendations based upon soil test results within the area.
- The following standards will apply to fertilizer application:
 - Technicians will insure thorough coverage in turf and planting beds by slightly overlapping spreader patterns and “cross-spreading”
 - Excess fertilizer will be blown off streets, curbs, walks, and driveways
 - Fertilizer will be irrigated in after application
 - Excess fertilizer/dust will be washed or blown off plant material after application
 - MSDS Sheets will be provided for the chemical substances used for this process as requested

Integrated Pest Management (IPM) Inspection

- The quality and health of all turf, ornamentals, ground cover, and seasonal plantings will be maintained through the development and constant application of “integrated pest management” principles, or IPM
- IPM is a holistic approach in regard to landscape pest management through the constant and detailed monitoring of plant materials, pest population, acceptable thresholds, properly timed chemical controls, and quality cultural, mechanical, and sanitary practices in the landscape
- Our IPM Program will include a **monthly check** and monitoring report of all plant materials within the area of responsibility by our licensed PCO. Our Project Manager will provide a detailed report of this monthly check to the Property Manager

Pest Control

- Pest Control to follow a schedule of **0 visits** throughout year.
- Surface feeding Insect and weed outbreaks that require chemical control measures will be handled by our licensed PCO and or technicians as needed and are included herein.
- **NOTE:** Specialty treatments, including, but not limited to; tree injection, systemic applications, sub-surface pests (grubs) and disease/fungus outbreaks are not included in this agreement. If aforementioned pests are noted during IPM inspections, a proposal will be provided. Work will only be executed following receipt of authorized proposal.
- All current standards in the EDIS/IFAS guidelines for sound horticultural practices will apply
- Fire ant mounds will be treated as an as needed basis based upon observations or request. To fully eradicate or keep a fire ant free turf grass area, a proposal for Topchoice Insecticide treatment will have to be presented for approval.
- Sedge control is included with our services. Sedge is a hard weed to keep eradicated. We offer suppression services only for this. If the community would like a full eradication program, a separate proposal will have to be presented for this service.
- Damage caused to turf by grubs and other sub terranean pest are not covered by any warranty or guarantee by Sunnygrove. Damage to turf occurs before any treatment can be applied for these pests. If the community would like a preventative insecticide for grubs a separate proposal, will be presented for this service. Just as a fyi, it is a very costly treatment and small turf replacement is much more economical.

Non-Selective Herbicide

- Herbicide applications will be made to all trees, beds and paved areas **0 times** per year.
- Ornamental Beds will be treated with an appropriate herbicide to eliminate weeds.
 - Herbicide applications will be made on days when the risk of drift or runoff due to wind and/or rain is minimal

Irrigation System Check

- Monthly check clock/controller for proper operation and system programming. **0 times** a year scheduled check of the system.
- Verify proper field wiring and valve operation from clock/controller
- Check each zone for line breaks, damaged heads or rotors, clogged nozzles, and misadjusted streams or spray patterns
- Identify any miscellaneous problems
- Any new landscape or irrigation request that are made may be subject to a \$90 irrigation service call to come a review the concern/new plant material.
- Sunny Grove has an after-hours emergency phone number. A separate Irrigation policies sheet will be presented and needs to be signed and on file for use of this number.
- Any pool decks, patio installs, driveway extensions, sidewalks, etc. that homeowners install and the work is not done correctly. The HOA will pay Sunny Grove to repair the system to work and operate as designed. The HOA will be liable to collect the money from the homeowner for the repairs.
- Sunny Grove will adhere and schedule all our programs to adhere to any and all state or local watering restrictions. Any request to program outside of the water restriction all liability will fall on the association for this request. During these restrictions, homeowners may need to supplement. Water on their property by means of their potable water from their own homes. Sunny Grove will not be responsible for any additional charges on their monthly water bill because of this need. Homeowners will also need to purchase and apply their supplemental water at their expense and time.
- The pump and pump station are not maintained in this contract. The association will need to have a separate maintenance agreement with a pump service company.
- Sunny Grove will not be liable for poor water quality and the damage that may incur from poor water quality. If Bryozoa or snails become an issue, the Association will need to work with the pump and lake companies to rectify the issue. If wet checks are being delayed because of water quality issues, a proposal will be presented for additional time to clean and check the system due to this issue.

Specialty Palm Trees care

- Palms such as Medjool Date, Canary Island Date and Sylvester Palms require additional care such as bud drench, root drench and additional treatments that will require additional costs upon approval.
- Any palm effected by: Lethal bronzing. We will not replace, discount, or warranty any Sylvester or other palms that are infected with Lethal Bronzing (Phytoplasma).

Storm Cleanup

- Sunnygrove will assess and plan to clean up and reset any plants or trees within 24 hours after a storm event besides a hurricane.
- Hurricane process and procedures are on a separate agreement that is attached to this proposal. This gives pre agreed pricing and preferential response as being part of the pre-approval hurricane response plan.

TERMS AND CONDITIONS

This Proposal, together with these Terms and Conditions, shall constitute the agreement existing between Sunny Grove and Client.

Definition

The following landscape maintenance specifications establish the standard for grounds maintenance for your property. The intention of this specification is to set forth guidelines for a cost efficient, integrated landscape management program that ensures the continuing health and well-groomed appearance of all components of the landscape.

General Conditions

Sunny Grove Landscape and Irrigation Maintenance LLC. (“SG” or “Sunny Grove”) shall notify management of any impending non-routine work (such as fertilization, insect control measures, mulching, etc. depending on the scope of your contract). When arriving at the jobsite with materials or products intended for installation, SG shall allow management the opportunity to inspect the materials or products prior to installation.

Personnel

SG shall have an experienced supervisor responsible for the site and assigned for the duration of the contract. All personnel shall be familiar with the rules and regulations associated with your property and conduct themselves in a courteous and professional manner at all times.

All personnel shall be required to wear company uniforms while on site.

Client agrees that during the term of this agreement (or any extension thereof) and for two years following its termination for any reason, including expiration, it shall not directly or indirectly solicit, recruit, or hire any employee or agent of Sunny Grove who has provided services under this agreement.

Liabilities

Sunny grove will not be Liable for the following items though the course of this agreement.

- SG shall not be responsible for any gutter damages that happen due to normal routine maintenance in normal turfgrass areas. Any gutter or down spout that is protruding into the turfgrass and is not properly covered by a mulch bed or concrete splash block, will not be the responsibility of the contractor to fix or repair damages.
- Any fence that is added to a single-family home or common area will not be the responsibility of the contractor to repair any damages that happen from normal maintenance practices around the fence. Including but not limited to: Paint wearing from edger or weed eater, paint scratched from mower, fence entry locations that become ajar from the mower entering the area being fenced off.
- Any Comcast/Cable or Direct TV lines that are not properly buried or protected along a mount will not be the responsibility of the contractor to repair.
- Any yard decorations, concrete stepping stones or decorations, including landscape lighting that is not safely secured in the mulch bed area’s (at least 2’ from edge of turfgrass), will not be the responsibility of the contractor to repair or replace these items. This includes holiday decorations or extension cords that are placed in the turfgrass or shrubs during the holiday season.
- Objects placed in the yard need to have a mulch maintenance buffer to avoid damages. A 2-foot mulch buffer is what is recommended to make sure there is adequate room to maintain around the structures with no damage. Any object placed in the yard without a mulch maintenance buffer and is damaged from routine maintenance will not be subject to compensation. This includes but not limited to: Playsets, fire pits, fences, bbq grills, swings, etc.
- Landscape Lighting. All wires must be buried at least 10”. We use a hard metal blade to edge around mulch beds and hard surfaces. A wire that is cut because it was improperly installed will not be the responsibility of Sunny Grove to fix or compensate a homeowner for this repair. All other landscape light should be kept at least 2’ inside mulch beds to avoid damage from mowers. Lights that are placed in the turf grass or on the edge of the beds will not be the responsibility of Sunny Grove to fix or replace.

Scope of work

SG shall furnish all labor, material, equipment and supervision to properly maintain all landscape areas within the contract limits, but not limited to, turf, trees, shrubs, groundcovers, vines and flowers. SG shall provide all licenses, permits and insurance necessary to perform landscape maintenance for the duration of the contract. SG shall submit certification of liability, auto and workman’s compensation insurance coverage upon request. SG shall pay all sales, consumer, use, federal, state, social security, unemployment and other similar sales taxes required by law to be paid in respect to the production and delivery of the goods and/or the furnishing of services hereunder.

Workmanship

During maintenance operations, all areas shall be kept neat and clean. Care shall be taken to avoid damage to owner's property and the property of owners' tenants, vendors and patrons. Sunny Grove shall not be liable, under any circumstances, for special, indirect, incidental or consequential damages incurred by the Client or any other party, including but not limited to lost profits or revenues, which may arise out of or in connection with this contract.

All services are rendered on an as needed basis, weather permitting. Additional services (not included in this agreement) will be billed at our standard hourly rate with a minimum charge of one hour. Irrigation work will be billed at our current standard rate per hour plus materials. All standard rate pricing is subject to change. Sunny Grove will not be responsible for environmental cleanup work or repairs due to Acts of God, actions outside of our control, including, but not limited to, underground wiring or line damage, nematode damage, white grubs, White Fly, nutsedge, crab grass, creeping Charlie weeds, Ganoderma, lethal yellowing disease, freeze damage, strong winds, excessive water or lack of water, tornadoes, hurricanes, lightning, hail, winds vehicle damage, or vandals. Sunny Grove shall not be responsible for insects, weeds, and diseases that are not prevalent or problematic and/or if no treatment is available chemically or otherwise in the county where work is to be performed at the time this agreement commences. Additionally, Sunny Grove shall not be responsible for plant material that is planted in inappropriate locations or is inappropriate for the region of Florida where the property is located. Annual flowers and other plants and sod, which are not installed by Sunny Grove, are not guaranteed by Sunny Grove. Sunny Grove shall not be liable or responsible for excessive water or lack of water, when such action has been caused by actions of others (including but not limited to government agencies), outside of Sunny Grove's control including, but not limited to, such actions as changes in the watering schedule determined or made by Client without the approval of Sunny Grove or additional watering by a lot without the approval of Sunny Grove and/or drainage problems.

Holidays

Sunnygrove observes the following holidays: New Year's Day, Memorial Day, July 4th, Veterans day, Thanksgiving, Christmas eve, Christmas day and New Year's Eve.

Portal System

Sunny Grove has a work order portal system that is managed and communicated direct from homeowner to account manager. There is no additional fee for this service. The portal is monitored and responded to within 48 hours on most request.

Emergency Irrigation Line

There is a 24-hour emergency irrigation line that is available to our clients. A separate irrigation policy form is attached to this contract for rates and explanation of services. The number is 239-218-5528.

Duration; Renewal

This agreement is effective when signed by both the Client's Authorized Agent and Sunny Grove. This Proposal is valid for 30 days from the date of the Proposal. If the Proposal is not signed by Client and delivered to Sunny Grove on or before the day that is 30 days after the date of this Proposal, this Proposal is null and void. The duration of this agreement is for a period of 24 months. This agreement shall automatically renew for successive 24-month periods unless either party elects not to renew this agreement by giving written notice of non-renewal to the other party at least 90 days prior to the then expiration date.

Early Termination

Notwithstanding anything to the contrary contained in this agreement, either party may terminate by 30 day written notice with or without cause. Service performed and completed up to the termination date of the agreement will be submitted for payment by invoice. Payment is due upon receipt of the invoice.

Notice of Concerns; Remedies.

1. Client shall provide Sunnygrove written email notification to Jason@sunnygrove.com of any complaints pertaining to the scope of work outlined in the Contract. The notice shall provide specific reference to alleged problems so as to precisely and accurately inform Sunnygrove of Clients complaints and concerns.
2. Sunny Grove shall have thirty (30) days after receipt of the aforesaid notice from Client in which to address those items identified in the notice.

Payments

Payment terms will be as follows: SG shall state a lump sum for all landscape maintenance services based upon one-year duration. Billing shall be done monthly in amounts of 1/12 of the total with no retainer. Payments are due upon receipt. Interest in the amount of 18% per annum will be charged to all past due invoices from the due date until paid in full (including the interest thereon and the cost of collections, including attorneys' fees and costs). In the event of suit or action commenced to enforce the terms of this agreement, the prevailing party shall be entitled to attorney's fees and costs, including any appeal or bankruptcy proceeding, including attorneys' fees and costs incurred to collect prevailing party fees. All funds received by Sunny Grove shall be first applied to accrued but unpaid late interest, collection costs, including attorneys' fees and costs, then to the oldest invoice. Client shall not have the right to set off, withhold or to make any unilateral deductive charges against any invoice for services. All deductive charges or set-offs against any invoice for services shall only be made with the prior written agreement of Sunny Grove. Sunny Grove has the right to suspend all services until all unpaid invoices are paid in full (inclusive of late interest and collection costs, if applicable).

Other

Any dispute arising in connection with or related to the agreement, including any invoice for services, shall be governed by and construed in accordance with Florida law. The parties agree that all said disputes shall be resolved by the Courts and not by arbitration. The parties further agree that the exclusive venue for any legal action brought in connection with the agreement, including any invoice for services, shall be in the State Courts located in Lee County, Florida.

No modification, waiver, amendment, discharge or change of the agreement or any invoice for services shall be valid unless the same is in writing and executed by both Sunny Grove and Client. No terms, conditions and/or limitations included on any of Client's forms, purchase orders, delivery tickets, invoices or other writings are applicable to and/or binding on Sunny Grove or in any way modify, amend or supplement the agreement or any invoice for services. The agreement is binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. If any provision or any portion of any provision of the agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining portion of such provision, and the remaining provision of the agreement shall not be affected thereby. Client acknowledges that it has read the agreement and that it fully understands the totality of its responsibilities hereunder.

The agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. PDF signatures shall be effective for binding Sunny Grove and Client to this agreement.

ACCEPTANCE OF PROPOSAL

The agreement, inclusive of all above prices, specifications, and terms and conditions, are hereby accepted. Sunny Grove is authorized to do the work as specified for **Del Webb Sunchase located in Lakewood Ranch, FL** following specifications listed herein.

Phase 1 Lakes Function Breakdown			
Function	Cost per Occurrence	Frequency	Cost per Year
Bahia Maintenance Services	\$1,800.00	32	\$57,600.00
Yearly Cost			\$57,600.00
Monthly Cost			\$4,800.00

Phase 2 Lakes Function Breakdown			
Function	Cost per Occurrence	Frequency	Cost per Year
Bahia Maintenance Services	\$2,100.00	32	\$67,200.00
Yearly Cost			\$67,200.00
Monthly Cost			\$5,600.00

Phase 3 Lakes Function Breakdown			
Function	Cost per Occurrence	Frequency	Cost per Year
Bahia Maintenance Services	\$1,500.00	32	\$48,000.00
Yearly Cost			\$48,000.00
Monthly Cost			\$4,000.00

Total Yearly Cost			\$172,800.00
Total Monthly Cost			\$14,400.00

Start Date: _____

Client: DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT

Authorized Signature: _____ Print Name: _____

Title of Authorized Signor: _____

Date: _____

Sunny Grove Irrigation & Landscape Maintenance, LLC

By: _____

Print Name: _____

Title: _____

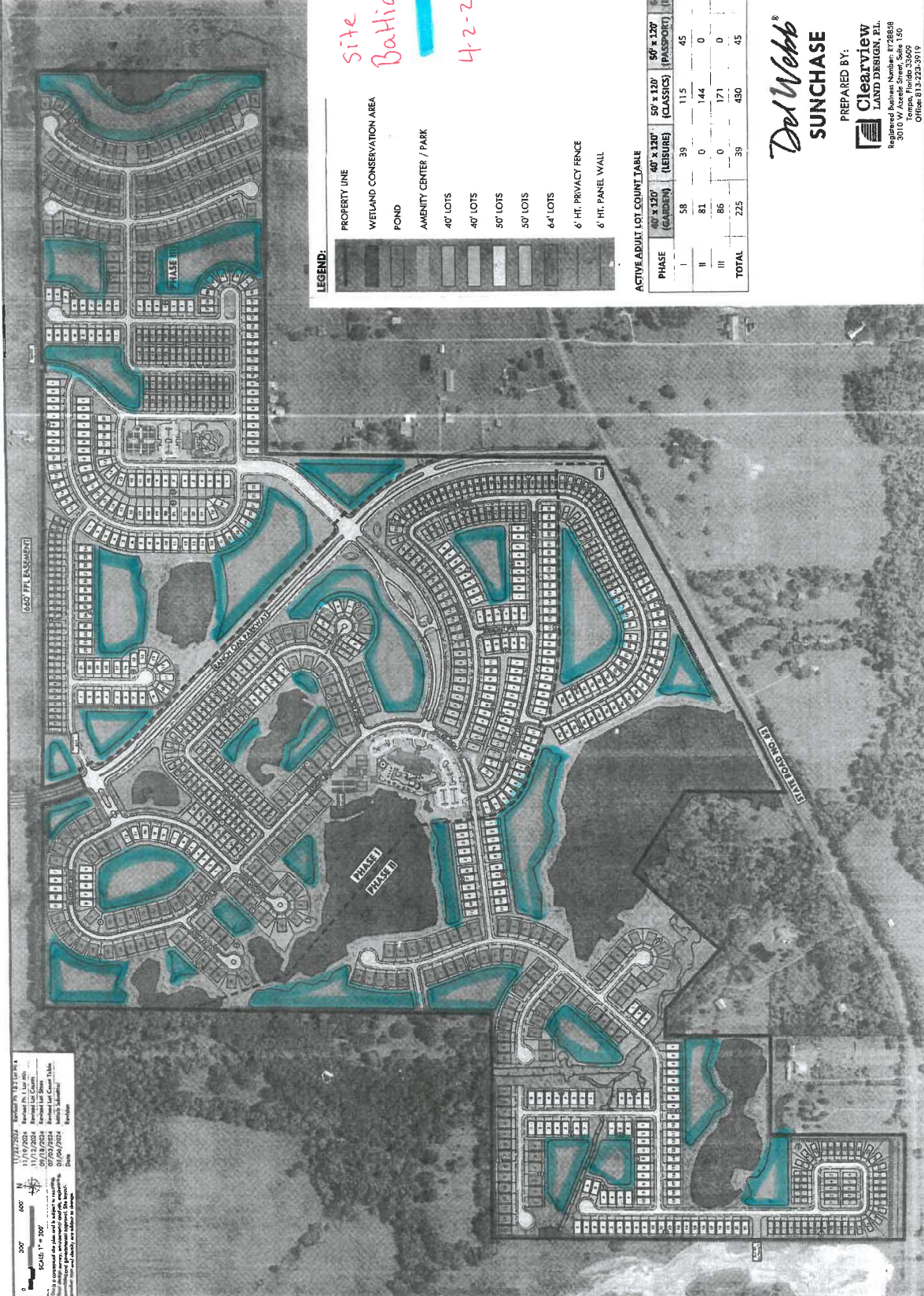
Date: _____

IMPORTANT NOTE: This agreement, including the pricing and the proposal, is valid for 30 days from the date of the Proposal. If the agreement is not signed by Client and delivered to Sunny Grove on or before the day that is 30 days after the date of the Proposal, the agreement, including the pricing and the proposal, is null and void. The effective date of this agreement shall be the date the last of the parties to this agreement executes and delivers this agreement to the other party. This agreement is not a binding agreement until such time as that agreement is signed and delivered by both parties within the stated time period.

11/20/2024
 11/19/2024
 11/17/2024
 07/23/2024
 01/04/2024

Revised P/L, Lot 40s
 Revised Lot Counts
 Revised Lot Counts
 Revised Lot Counts
 Initial Submittal

Date



Site Map
 Bahia Lakes
 4-2-25

LEGEND:

- PROPERTY LINE
- WETLAND CONSERVATION AREA
- POND
- AMENITY CENTER / PARK
- 40' LOTS
- 40' LOTS
- 50' LOTS
- 50' LOTS
- 64' LOTS
- 6' HT. PRIVACY FENCE
- 6' HT. PANEL WALL

ACTIVE ADULT LOT COUNT TABLE

PHASE	40' x 120' (GARDEN)	40' x 120' (LEISURE)	50' x 120' (CLASSICS)	50' x 120' (PASSPORT)	64' x 120' (ESTATES)	TOTAL
I	58	39	115	45	92	349
II	81	0	144	0	87	312
III	86	0	171	0	85	342
TOTAL	225	39	430	45	264	1003

Del Webb
SUNCHASE

PREPARED BY:
Clearview
 LAND DESIGN, P.L.
 Registered Business Number: R728868
 3010 W. Azalea Street, Suite 150
 Fort Lauderdale, FL 33309
 Office: 954-333-3919

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS**

H

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

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

EASEMENT AGREEMENT
FOR ACCESS AND MAINTENANCE FOR CERTAIN STORMWATER IMPROVEMENTS

THIS EASEMENT AGREEMENT (the "**Easement Agreement**") is made this 15th day of October, 2025 by **CSR ACQUISITION COMPANY 1, LLC**, a Florida limited liability company, with a mailing address of 4065 Crescent Park Drive, Riverview, Florida 33578 ("**Grantor**") in favor of **DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**") (District and Grantor are sometimes together referred to herein as the "**Parties**").

WITNESSETH:

WHEREAS, the District is a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*, and is authorized to operate and maintain certain systems, facilities, and infrastructure improvements within or without the boundaries of the District, including but not limited to lakes and stormwater drainage facilities, water management berms, irrigation, and landscape improvements, including associated hardscape components; and

WHEREAS, Grantor is the owner in fee simple of certain real property located in Manatee County, Florida, lying adjacent to the current boundaries of the District, more particularly described on **Composite Exhibit A**, attached hereto and by this reference incorporated herein (the "**Easement Area**"); and

WHEREAS, for the benefit of the District and its landowners and residents, the District owns, or in the future will own, certain stormwater system improvements located within the Easement Area and described on Composite Exhibit A as pond 24 and pond 25 (collectively, the "**Improvements**"); and

WHEREAS, the District is the intended long term maintenance entity for the stormwater system serving the District, including the Improvements located within the Easement Area; and

WHEREAS, Grantor agrees to grant to the District a perpetual, non-exclusive easement over the Easement Area to the District in order to allow the District to access and maintain the Improvements located thereupon.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants of the Parties contained herein, and other good and valuable consideration, 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 Agreement.

2. **Grant of Perpetual Non-Exclusive Easement.** Grantor hereby grants to the District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a perpetual, non-exclusive access and maintenance easement over, upon, under, through, and across the Easement Area for ingress, egress, and access for the purpose of maintaining and repairing the Improvements located thereupon. The District shall use all due care to protect the Easement Area and adjoining property from damage resulting from the District's use of same.

3. **Indemnity.** To the extent allowed by law, and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and without waiving the limits of liability established under Florida law, each Party hereby agrees to indemnify and hold harmless (the "**Indemnifying Party**") the other Party, its officers, staff, elected and appointed officials or employees from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, attorneys' fees at trial and appellate levels) to the extent arising out of the negligent acts or omissions or intentional misconduct, including the exercise of rights and obligations set forth herein, of such Indemnifying Party's officers, staff, or employees, or the exercise by the District or its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees, and materialmen) of the rights and obligations set forth herein.

4. **Exercise of Rights.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) **Maintenance.** The District shall maintain, repair, and replace the Improvements at its sole cost and expense. District shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation and/or repair. Any rights granted hereunder shall be exercised by District in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) **Insurance.** Throughout the term of this Agreement, the District, its agents, employees, consultants, representatives, contractors (and their subcontractors, employees, and

materialmen) performing work on the Easement Area shall at all times maintain commercial general liability insurance to afford protection against any and all claims for bodily injury, death or property damage arising directly or indirectly out of such work. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in an occurrence limit of not less than \$1,000,000.00. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained or self-insured by Grantor.

(c) **Right to Use.** Grantor shall have the right to use the Easement Area for any purpose which is not inconsistent, or unreasonably interferes with, the rights herein afforded to the District. Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

5. Beneficiaries of Easement Rights. This Easement Agreement shall be for the non-exclusive benefit and use of the District and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

6. Default. A default by any party under this Easement Agreement shall entitle the other party 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 Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness 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 Easement 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 the Grantor: CSR Acquisition Company 1, LLC
4065 Crescent Park Drive
Riverview, Florida 33578
Attn: _____

With a copy to: _____

Attn: _____

To the District: Del Webb Sunchase
Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attention: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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 Grantor may deliver any notice on behalf of the District and Grantor.

12. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent the District from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

13. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

14. Public Records. Grantor understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

15. 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.

16. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

17. 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.

18. 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 both Parties hereto.

19. 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.

20. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and the District caused this Easement Agreement to be executed, effective as of the day and year first written above.

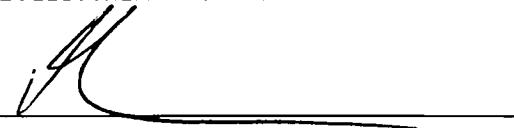
WITNESSES:

Signed, sealed and delivered
in the presence of:

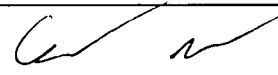
**DEL WEBB SUNCHASE COMMUNITY
DEVELOPMENT DISTRICT**



Print Name: Michelle Figura
Address: 2662 S Falkenburg Road
Riverview, FL 33578



Chairperson, Board of Supervisors



Print Name: Chase Morin
Address: 2662 S Falkenburg Road
Riverview, FL 33578

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15TH day of OCTOBER, 2025, by BRANDY LEFERE, as Chairperson of the Del Webb Sunchase Community Development District, for and on behalf of the District. He is personally known to me or produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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



WITNESSES:

Signed, sealed and delivered
in the presence of:

Beth Chaulk
Print Name: Beth Chaulk
Address: 209 Turner St.
Clearwater, FL 33756

Print Name: Maria Fernandez
Address: 209 Turner Street
Clearwater FL 33756

GRANTOR:

**CSR ACQUISITION COMPANY 1, LLC, a
Florida limited liability company**

[Signature]
Name: Bruce Danielson
Title: Mgr

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of October, 2025, by Bruce Danielson, as Manager of CSR ACQUISITION COMPANY 1, LLC, a Florida limited liability company, on its behalf. S/He is personally known to me or produced _____ as identification.



(NOTARY SEAL)

Maria Fernandez
NOTARY PUBLIC, STATE OF _____

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

EXHIBIT A
DESCRIPTION OF THE EASEMENT AREA

Description Sketch

(Not A Survey)

**CROSSWIND RANCH ACTIVE ADULT
 DRAINAGE & CONSTRUCTION EASEMENT #3**

DESCRIPTION: A parcel of land lying in the North 1/2 of Section 22, Township 33 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 22, run thence along the East boundary of the Northeast 1/4 of said Section 22, S.00°32'55"W., a distance of 1332.70 feet to the South boundary of the Northeast 1/4 of said Northeast 1/4; thence along said South boundary, N.89°36'39"W., a distance of 682.86 feet to the West maintained right of way line of KEEN ROAD; thence along said West right of way line, S.00°00'11"E., a distance of 846.21 feet for a **POINT OF BEGINNING**; thence continue along said West maintained right of way line, S.00°00'11"E., a distance of 189.87 feet; thence, departing said West maintained right of way line, Northwesterly, 614.63 feet along the arc of a non-tangent curve to the left having a radius of 1250.00 feet and a central angle of 28°10'22" (chord bearing N.31°54'49"W., 608.46 feet); thence N.46°00'00"W., a distance of 1879.66 feet; thence Northwesterly, 658.35 feet along the arc of a tangent curve to the right having a radius of 1150.00 feet and a central angle of 32°48'03" (chord bearing N.29°35'59"W., 649.40 feet) to the North boundary of the Northwest 1/4 of aforesaid Section 22; thence along said North boundary, S.89°43'47"E., a distance of 25.55 feet to the North 1/4 corner of said Section 22; thence along the North boundary of aforesaid Northeast 1/4, S.89°30'46"E., a distance of 232.36 feet; thence departing said North boundary, S.46°09'14"E., a distance of 62.81 feet; thence S.08°32'44"E., a distance of 34.49 feet; thence S.24°37'56"W., a distance of 45.81 feet; thence S.64°30'10"W., a distance of 77.79 feet; thence S.28°34'01"E., a distance of 118.70 feet; thence N.64°52'35"E., a distance of 51.68 feet; thence N.76°34'53"E., a distance of 31.05 feet; thence N.89°22'40"E., a distance of 110.97 feet; thence S.77°52'51"E., a distance of 29.85 feet; thence S.76°41'21"E., a distance of 293.79 feet; thence S.89°30'00"E., a distance of 475.00 feet; thence S.00°30'00"W., a distance of 320.00 feet; thence S.11°17'32"E., a distance of 115.21 feet; thence S.84°00'55"E., a distance of 73.67 feet; thence S.20°22'01"E., a distance of 69.39 feet; thence S.21°26'18"E., a distance of 56.01 feet; thence S.00°12'53"W., a distance of 97.78 feet; thence S.01°30'43"E., a distance of 65.18 feet; thence S.10°36'14"E., a distance of 38.59 feet; thence S.05°07'20"W., a distance of 95.47 feet; thence S.36°13'04"E., a distance of 53.38 feet; thence S.32°15'51"E., a distance of 56.39 feet; thence S.40°58'25"E., a distance of 100.29 feet; thence S.45°07'32"E., a distance of 140.50 feet; thence S.45°31'38"E., a distance of 128.52 feet; thence N.82°25'22"E., a distance of 235.73 feet; thence N.59°33'43"E., a distance of 22.14 feet; thence S.63°09'04"E., a distance of 28.55 feet; thence S.08°50'49"E., a distance of 24.43 feet; thence S.00°58'55"W., a distance of 672.86 feet; thence S.46°30'39"E., a distance of 19.26 feet to the **POINT OF BEGINNING**.

Containing 27.220 acres, more or less.

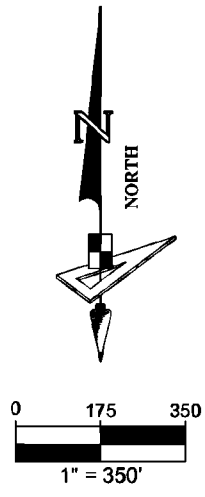
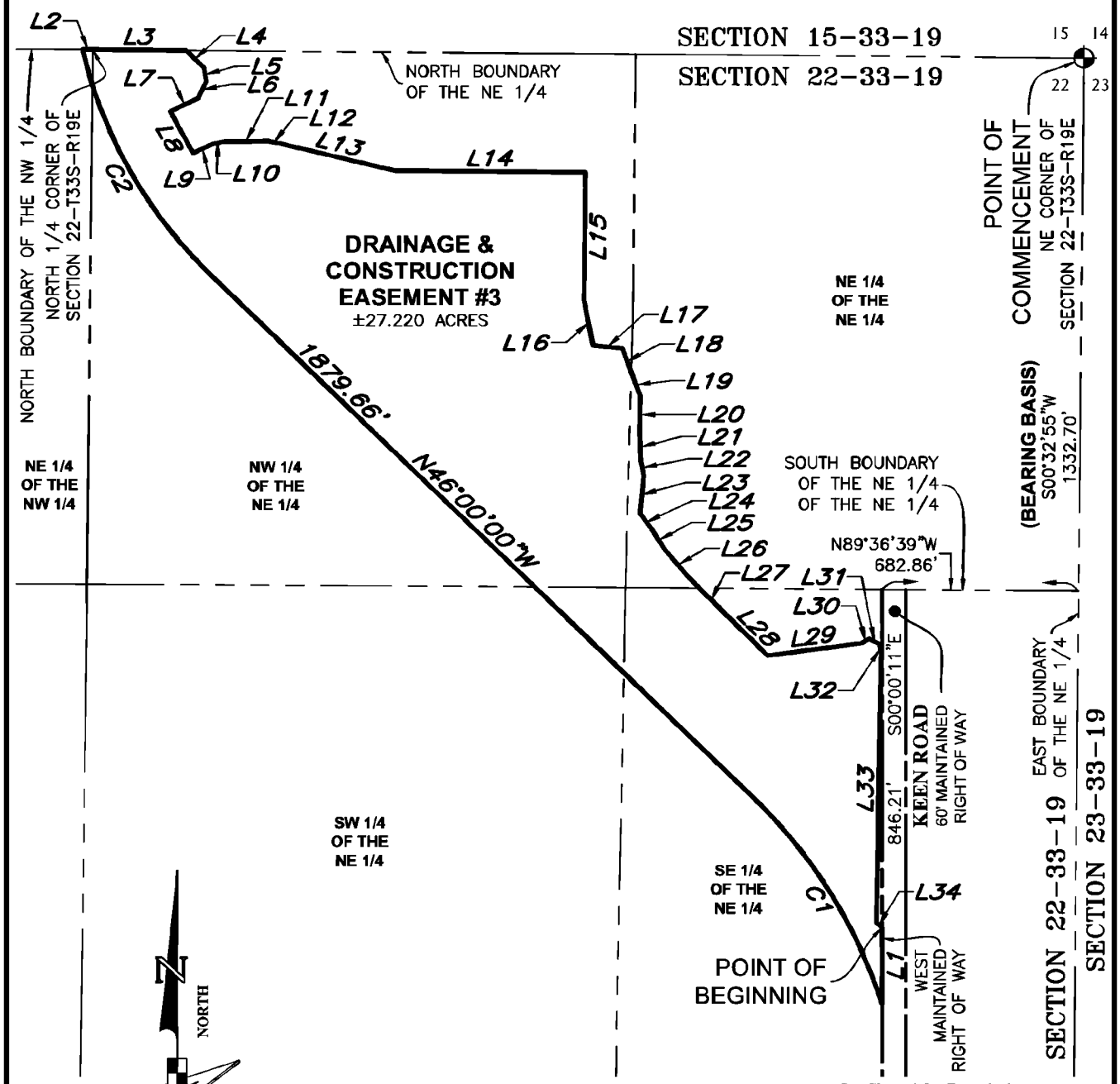
SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the East boundary of the Northeast 1/4 of Section 22, Township 33 South, Range 19 East, Manatee County, Florida, having a Grid bearing of South 00°32'55" West. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the West Zone of Florida.
- 2) See Sheet 2 for Sketch. See Sheet 3 for Line and Curve Tables.

David A. Williams, Jr. LS6423	JOB #: Crosswind Ranch - AA - D&C Ease#3	West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 www.geopointsurveying.com Licensed Business No.: LB 7768 																
	DRAWN: JMW DATE: 12/08/2023 CHECKED: MHC																	
	Prepared For: HBWB																	
	Revisions																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 65%;">DESCRIPTION</th> <th style="width: 20%;">DRAWN</th> </tr> </thead> <tbody> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> </tbody> </table>		DATE	DESCRIPTION	DRAWN	---	---	---	---	---	---	---	---	---	---	---	---	---
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Description Sketch

(Not A Survey)



See Sheet 1 for Description.
 See Sheet 3 for Line & Curve Tables.

West Florida
 213 Hobbs Street
 Tampa, Florida 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266
 www.geopointsurveying.com
 Licensed Business No.: LB 7768



GeoPoint

Surveying, Inc.

Description Sketch (Not A Survey)

Line Data Table			Line Data Table		
No.	Bearing	Length	No.	Bearing	Length
L1	S00°00'11"E	189.87'	L18	S20°22'01"E	69.39'
L2	S89°43'47"E	25.55'	L19	S21°26'18"E	56.01'
L3	S89°30'46"E	232.36'	L20	S00°12'53"W	97.78'
L4	S46°09'14"E	62.81'	L21	S01°30'43"E	65.18'
L5	S08°32'44"E	34.49'	L22	S10°36'14"E	38.59'
L6	S24°37'56"W	45.81'	L23	S05°07'20"W	95.47'
L7	S64°30'10"W	77.79'	L24	S36°13'04"E	53.38'
L8	S28°34'01"E	118.70'	L25	S32°15'51"E	56.39'
L9	N64°52'35"E	51.68'	L26	S40°58'25"E	100.29'
L10	N76°34'53"E	31.05'	L27	S45°07'32"E	140.50'
L11	N89°22'40"E	110.97'	L28	S45°31'38"E	128.52'
L12	S77°52'51"E	29.85'	L29	N82°25'22"E	235.73'
L13	S76°41'21"E	293.79'	L30	N59°33'43"E	22.14'
L14	S89°30'00"E	475.00'	L31	S63°09'04"E	28.55'
L15	S00°30'00"W	320.00'	L32	S08°50'49"E	24.43'
L16	S11°17'32"E	115.21'	L33	S00°58'55"W	672.86'
L17	S84°00'55"E	73.67'	L34	S46°30'39"E	19.26'

Curve Data Table					
No.	Radius	Arc	Δ	Bearing	Chord
C1	1250.00'	614.63'	28°10'22"	N31°54'49"W	608.46'
C2	1150.00'	658.35'	32°48'03"	N29°35'59"W	649.40'

LEGEND

Δ ----- Central Angle

See Sheet 1 for Description.
See Sheet 2 for Sketch.

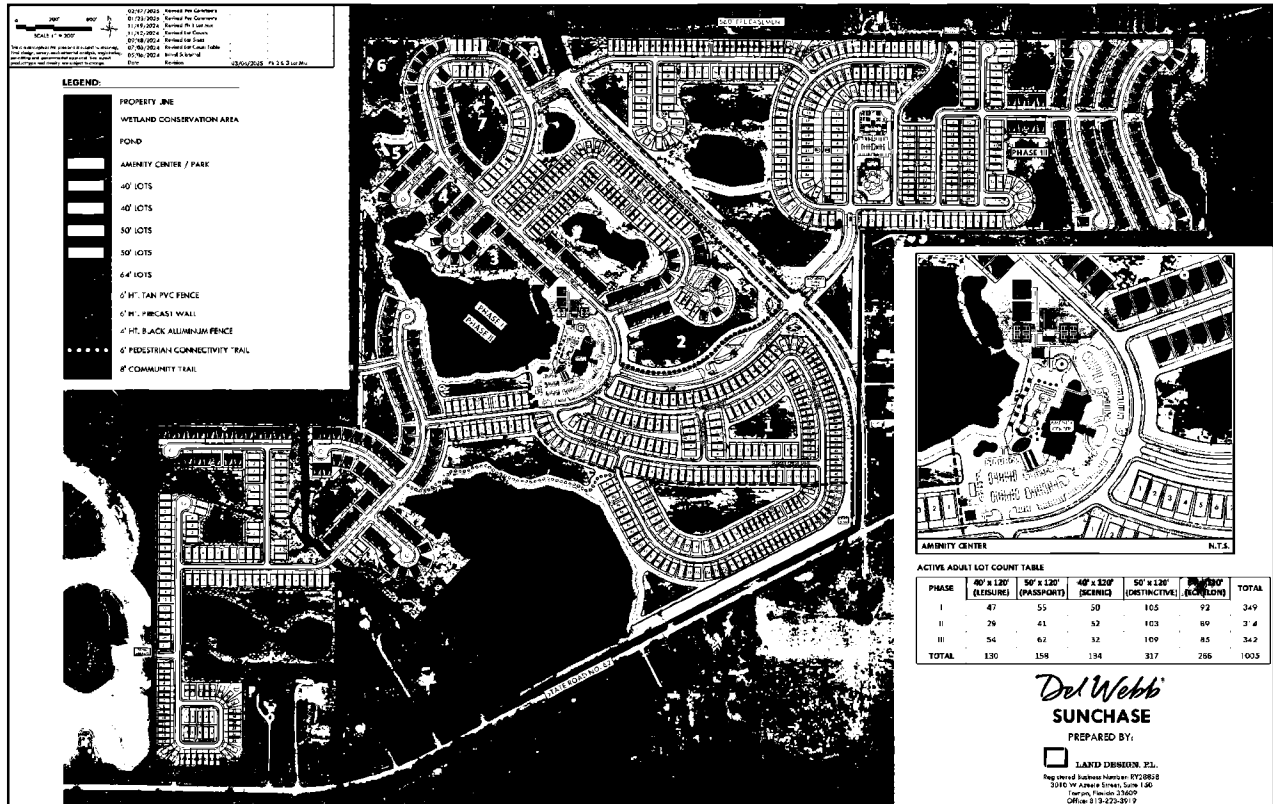
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GeoPoint
Surveying, Inc.



Steadfast
Environmental Division
 30435 Commerce Drive, Suite 102
 San Antonio, FL 33576
 844-347-0702 | office@steadfastalliance.com

-Service Area



Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licenses will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2026**

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2026**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 31,943	\$ -	\$ -	\$ 31,943
Investments				
Revenue	-	450,130	-	450,130
Reserve	-	232,031	-	232,031
Interest	-	4,863	-	4,863
Construction	-	-	4,824	4,824
Undeposited funds	-	-	4,115	4,115
Due from Landowner	37,915	-	-	37,915
Total assets	<u>69,858</u>	<u>687,024</u>	<u>8,939</u>	<u>765,821</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 1,245	\$ -	\$ -	\$ 1,245
Due to Landowner	4,105	4,928	-	9,033
Accrued contracts payable	-	-	4,791	4,791
Landowner advance	10,674	-	-	10,674
Total liabilities	<u>16,024</u>	<u>4,928</u>	<u>4,791</u>	<u>25,743</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	37,915	-	-	37,915
Total deferred inflows of resources	<u>37,915</u>	<u>-</u>	<u>-</u>	<u>37,915</u>
Fund balances:				
Restricted				
Debt service	-	682,096	-	682,096
Capital projects	-	-	4,148	4,148
Unassigned	15,919	-	-	15,919
Total fund balances	<u>15,919</u>	<u>682,096</u>	<u>4,148</u>	<u>702,163</u>
Total liabilities, deferred inflows of resources and fund balances	<u>69,858</u>	<u>687,024</u>	<u>8,939</u>	<u>765,821</u>

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 82,070	\$ 81,921	100%
Landowner contribution	-	27,174	149,170	18%
Total revenues	<u>-</u>	<u>109,244</u>	<u>231,091</u>	47%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	28,000	48,000	58%
Legal	381	2,590	25,000	10%
Engineering	-	-	2,000	0%
Audit	4,500	4,500	5,500	82%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	166	1,167	2,000	58%
EMMA software service	-	-	2,500	0%
Trustee*	-	-	5,500	0%
Telephone	17	117	183	64%
Postage	12	12	500	2%
Printing & binding	42	292	458	64%
Legal advertising	-	429	1,500	29%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,700	88%
Contingencies/bank charges	87	1,628	1,500	109%
Meeting room rental	-	-	2,000	0%
Website hosting & maintenance	-	2,700	705	383%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>9,205</u>	<u>46,610</u>	<u>103,931</u>	45%
Field operations and maintenance				
Pond mowing	-	28,800	57,600	50%
Pond maintenance	1,365	13,140	15,000	88%
Wetland/mitigation monitoring & maintenance	-	1,050	25,000	4%
Fountain repairs/ maintenance	-	1,200	5,000	24%
General repairs/supplies	-	-	10,000	0%
Electric:				
Common area electric			12,000	
Total field operations	<u>1,365</u>	<u>44,190</u>	<u>124,600</u>	35%
Other fees & charges				
Tax collector	-	2,457	2,560	96%
Total other fees & charges	<u>-</u>	<u>2,457</u>	<u>2,560</u>	96%
Total expenditures	<u>10,570</u>	<u>93,257</u>	<u>231,091</u>	40%
Excess/(deficiency) of revenues over/(under) expenditures	(10,570)	15,987	0	
Net change in fund balances	(10,570)	15,987	0	

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2026**

	Current Month	Year to Date	Budget	% of Budget
Fund balances - beginning	<u>26,489</u>	<u>(68)</u>	<u>-</u>	
Fund balances - ending	<u>\$ 15,919</u>	<u>\$ 15,919</u>	<u>\$ 0</u>	

*These items will be realized when bonds are issued

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED APRIL 30, 2026**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: off-roll	\$ -	\$ 461,799	\$ 460,853	100%
Interest	2,083	8,700	-	N/A
Total revenues	<u>2,083</u>	<u>470,499</u>	<u>460,853</u>	102%
EXPENDITURES				
Principal	-	-	95,000	0%
Interest	-	195,576	370,720	53%
Total debt service	<u>-</u>	<u>195,576</u>	<u>465,720</u>	42%
Other fees & charges				
Tax collector	-	13,826	14,402	96%
Total other fees and charges	<u>-</u>	<u>13,826</u>	<u>14,402</u>	96%
Total expenditures	<u>-</u>	<u>209,402</u>	<u>480,122</u>	44%
Net change in fund balances	2,083	261,097	(19,269)	
Fund balances - beginning	680,013	420,999	418,802	
Fund balances - ending	<u>\$ 682,096</u>	<u>\$ 682,096</u>	<u>\$ 399,533</u>	

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED APRIL 30, 2026**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 4,115
Interest	10	4,138
Total revenues	10	8,253
EXPENDITURES		
Total expenditures	-	-
Net change in fund balances	10	8,253
Fund balances - beginning	4,138	(4,105)
Fund balances - ending	\$ 4,148	\$ 4,148

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT
MINUTES OF MEETING
DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT

The Del Webb Sunchase Community Development District held Public Hearings and a Regular Meeting on September 3, 2025 at 11:00 a.m. at the Del Webb Bayview, Driftwood Club, Windsor Pearl Social Room 1, 8810 Barrier Coast Trail, Parrish, Florida 34219.

Present:

Brady Lefere	Chair
Melisa Sgro	Assistant Secretary
Kat Lawler	Assistant Secretary

Also present:

Kristen Suit	District Manager
Jordan Lansford	Wrathell, Hunt and Associates, LLC
Ryan Dugan (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Chris Fischer (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:00 a.m. Supervisors Lefere, Sgro and Lawler were present. Supervisors Aponte and Malecki were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2025-41, Amending Resolution 2025-38 to Reset the Date, Time, and Location of the Public Hearing Regarding Proposed Budget for Fiscal Year 2025/2026, Ratifying the Actions of the District Manager and Chairman in Resetting Such Public Hearing; Providing a Severability Clause; and Providing an Effective Date

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On MOTION by Ms. Lawler and seconded by Ms. Sgro, with all in favor, Resolution 2025-41, Amending Resolution 2025-38 to Reset the Date, Time, and Location of the Public Hearing Regarding Proposed Budget for Fiscal Year 2025/2026 to September 3, 2025 at 11:00 a.m. at the Del Webb Bayview, Driftwood Club, Windsor Pearl Social Room 1, 8810 Barrier Coast Trail, Parrish, Florida 34219, Ratifying the Actions of the District Manager and Chairman in Resetting Such Public Hearing; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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FOURTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget

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On MOTION by Mr. Lefere and seconded by Ms. Lawler, with all in favor, the Public Hearing was opened.

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60 It was noted that the title of this agenda should state "2025/2026" rather than
61 "2024/2025". The Resolution and proposed Fiscal Year 2026 budget in the agenda is correct.

A. Affidavit of Publication

B. Consideration of Resolution 2025-42, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

67 Ms. Suit presented Resolution 2025-42 and the proposed Fiscal Year 2026 budget, which
68 now includes Field Operations costs.

69 No affected property owners or members of the public were present.

On MOTION by Ms. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was closed.

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On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2025-42, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

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FIFTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments

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to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law

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On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was opened.

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2025-43, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

No affected property owners or members of the public were present.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, Resolution 2025-43, Providing for Funding for the FY 2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2025/2026 Deficit Funding Agreement

On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the Fiscal Year 2025/2026 Deficit Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Agreement Regarding the Direct Collection of Special Assessments for Fiscal Year 2025/2026

This item was not necessary so it was not considered.

123 **EIGHTH ORDER OF BUSINESS**

124 **Consideration of Resolution 2025-44,**
125 **Recognizing Satisfaction of Contributions**
126 **for the 2025 Assessments; Provide**
127 **Additional Authorization; Providing for**
128 **Severability, Conflicts, and an Effective**
129 **Date**

130 Mr. Duggan presented Resolution 2025-44. This Resolution states that the District
131 recognizes and declares that the Developer satisfied its 2025 contribution obligation in relation
132 to the 2025 bonds and assessments.

133 **On MOTION by Ms. Sgro and seconded by Ms. Lawler, with all in favor, the**
134 **Resolution 2025-44, Recognizing Satisfaction of Contributions for the 2025**
135 **Assessments; Provide Additional Authorization; Providing for Severability,**
136 **Conflicts, and an Effective Date, was adopted.**

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139 **NINTH ORDER OF BUSINESS**

140 **Consideration of Goals and Objectives**
141 **Reporting FY2026 [HB7013 - Special**
142 **Districts Performance Measures and**
143 **Standards Reporting]**

144 Ms. Suit presented the Goals and Objectives Reporting Fiscal Year 2026 Performance
145 Measures and Standards. She noted that it will be necessary to authorize the Chair to approve
146 the findings related to the 2025 Goals and Objectives

- 147 • **Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives**
148 **Reporting**

149 **On MOTION by Mr. Lefere and seconded by Ms. Sgro, with all in favor, the**
150 **Goals and Objectives Reporting Fiscal Year 2026 Performance Measures and**
151 **Standards and authorizing the Chair to approve the findings related to the 2025**
152 **Goals and Objectives Reporting, were approved.**

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155 **TENTH ORDER OF BUSINESS**

156 **Acceptance of Unaudited Financial**
157 **Statements as of July 31, 2025**

158 **On MOTION by Mr. Lefere and seconded by Ms. Lawler, with all in favor, the**
159 **Unaudited Financial Statements as of July 31, 2025, were accepted.**

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162 **ELEVENTH ORDER OF BUSINESS**

163 **Approval of June 12, 2025 Regular Meeting**
164 **and Audit Committee Meeting Minutes**

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On MOTION by Ms. Lawler and seconded by Ms. Sgro, with all in favor, the June 12, 2025 Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Clearview Land Design

There were no District Counsel or District Engineer reports.

C. District Manager: Wrathell, Hunt and Associates, LLC

• **NEXT MEETING DATE: October 6, 2025 at 10:00 AM**

○ **QUORUM CHECK**

The October 6, 2025 meeting will be canceled.

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Lefere and seconded by Ms. Lawler, with all in favor, the meeting adjourned at 11:09 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

**DEL WEBB SUNCHASE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

DEL WEBB SUNCHASE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

*Del Webb Bayview, Driftwood Club, Windsor Pearl Social Room 1
8810 Barrier Coast Trail, Parrish, Florida 34219*

*¹Holiday Inn Express and Suites Bradenton East-Lakewood Ranch
5464 Lena Road Bradenton, Florida 34211*

²TBD

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 6, 2025 CANCELED	Regular Meeting	10:00 AM
November 3, 2025 CANCELED	Regular Meeting	10:00 AM
December 1, 2025 CANCELED	Regular Meeting	10:00 AM
January 5, 2026 CANCELED	Regular Meeting	10:00 AM
February 2, 2026 CANCELED	Regular Meeting	10:00 AM
March 2, 2026¹ CANCELED	Regular Meeting	10:00 AM
April 6, 2026² CANCELED	Regular Meeting	10:00 AM
May 4, 2026² CANCELED	Regular Meeting	10:00 AM
June 1, 2026¹	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	10:00 AM
July 6, 2026¹	Regular Meeting	10:00 AM
August 3, 2026¹	Public Hearings and Regular Meeting <i>Adoption of FY2027 Budget and Revised Rules of Procedure</i>	10:00 AM