

*Schaller Preserve  
Community Development District*

*Meeting Agenda*

*June 23, 2026*

# AGENDA

# *Schaller Preserve*

## *Community Development District*

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

June 16, 2026

### **Board of Supervisors Meeting Schaller Preserve Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Schaller Preserve Community Development District** will be held on **Tuesday, June 23, 2026 at 12:30 PM** at **Home2 Suites by Hilton Lakeland North I-4, 3610 Hopewell Avenue, Lakeland, FL 33809.**

**Zoom Link:** <https://us06web.zoom.us/j/87632158225>

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 876 3215 8225

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Public Comments are limited to three (3) minutes each)
3. Approval of Minutes of the March 24, 2026 Board of Supervisors Meeting
4. Public Hearing on Adoption of Fiscal Year 2027 Budget
  - A. Consideration of Resolution 2026-10 Adopting the Fiscal Year 2027 Budget and Appropriating Funds
  - B. Consideration of Fiscal Year 2027 Developer Funding Agreement
5. Consideration of Resolution 2026-11 Confirming a Prior Determination of Benefit and Providing for the Collection and Enforcement of Debt Service Special Assessments and Certifying an Assessment Roll
6. Consideration of Resolution 2026-12 Ratifying Staff's Actions in Rescheduling Public Hearing to Adopt Amended and Restated Rules of Procedure
7. Public Hearing to Adopt Amended and Restated Rules of Procedure
  - A. Consideration of Resolution 2026-13 Adopting Amended and Restated Rules of Procedure
8. Consideration of Resolution 2026-14 Adopting the Fiscal Year 2027 Meeting Schedule
9. Consideration of Resolution 2026-15 Designating a Date, Time and Location for the Landowner's Election
10. Presentation of Arbitrage Rebate Computation Proposal for Series 2026

11. Ratification of Construction Services Agreement with Ditch Whisperer

12. Staff Reports

A. Attorney

B. Engineer

C. District Manager's Report

i. Ratification of Requisitions 1-6

ii. Ratification of Funding Request #22

iii. Balance Sheet & Income Statement

iv. Presentation of Number of Registered Voters: 0

v. Goals and Objectives

a) Adoption of Fiscal Year 2027 Goals and Objectives

b) Review Fiscal Year 2026 Goals and Objectives and Authorizing  
Chair to Execute

vi. Reminder of Form 1 Filing Requirement Deadline

13. Other Business

14. Supervisors Requests and Audience Comments

15. Adjournment

# MINUTES

**MINUTES OF MEETING  
SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Schaller Preserve Community Development District was held on Tuesday, **March 24, 2026** at 12:34 p.m. at Home2 Suites by Hilton, Lakeland North I-4, 3610 Hopewell Avenue, Lakeland, Florida.

Present and constituting a quorum were:

Scott Shapiro	Chairman
Mike Seney	Vice Chairman
Andy Mason	Assistant Secretary
Kelly Evans	Appointed as Assistant Secretary
Lori Campagna	Appointed as Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Katie O'Rourke	District Manager, GMS
Joel Blanco	Field Manager, GMS
Grace Rindaldi	District Counsel
Rodney Gadd	District Engineer via Zoom

*The following is a summary of the discussions and actions taken at the March 24, 2026 Schaller Preserve Community Development District's Regular Board of Supervisors Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order at 12:34 p.m. Three Supervisors were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present or on Zoom. There being no public comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the December 2, 2025  
Board of Supervisors Meeting**

Ms. Burns presented approval of the minutes from the December 2, 2025 Board of Supervisors meeting and asked for comments, corrections, or questions. The Board had no changes to the minutes.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, the Minutes of the December 2, 2025 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Organizational Matters**

**A. Acceptance of Resignation of Michele Shapiro and Deborah Mason**

Ms. Burns asked for a motion to accept the resignation of Michele Shapiro and Deborah Mason.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, Accepting the Resignations of Michele Shapiro and Deborah Mason, was approved.

**B. Appointment of Individual(s) to Fill Board Vacancies in Seats 3 (Exp. 2028) and 5 (Exp. 2026)**

Ms. Burns stated that will leave Seats 3 and Seats 5 vacant. She asked for a nomination of Seat 3. Mr. Shapiro nominated Lori Campagna for Seat 3.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, Appointing Lori Campagna to Fill Board Vacancy in Seat 3 (Exp. 2028), was approved.

Ms. Burns asked for a nomination to fill the vacancy in Seat 5. Mr. Shapiro nominated Kelly Evans to serve in Seat 5.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, Appointing Kelly Evans to Fill Board Vacancy in Seat 5 (Exp. 2026), was approved.

**C. Consideration of Resolution 2026-09 Appointing Assistant Secretaries**

Ms. Burns stated Resolution 2026-09 appointing Ms. Campagna and Ms. Evans as Assistant Secretaries for the District.

On MOTION by Mr. Shapiro, seconded by Mr. Mason, with all in favor, Resolution 2026-09 Appointing Assistant Secretaries, was approved.

**D. Administration of Oath to Newly Appointed Individual(s)**

Ms. Burns administered the oath of office to Ms. Campagna and Ms. Evans.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-05  
Adopting the Amended Fiscal Year 2026  
Meeting Schedule and Ratifying Staff's  
Actions**

Ms. Burns presented Resolution 2026-05. She noted that this resolution approves the amended FY2026 meeting schedule and ratifies staff actions to place the public notice advertisement. The date and time is unchanged and the location is updated.

On MOTION by Mr. Shapiro, seconded by Mr. Seney, with all in favor, Resolution 2026-05 Adopting the Amended Fiscal Year 2026 Meeting schedule and Ratifying Staff's Actions, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-06  
Approving the Proposed Fiscal Year 2027  
Budget and Setting a Public Hearing to Adopt**

Ms. Burns reviewed Resolution 2026-07. This resolution is to approve the proposed Fiscal Year 2027 budget and sets the public hearing for June 23, 2026. This will be the regular June meeting. She noted that the budget is primarily administrative, with a \$250,000 field contingency (potential pond bank, mowing/landscaping) that would only be used if needed. The Board discussed totals shown and clarified that actual expected spend is likely lower if limited activity/meetings.

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, Resolution 2026-06 Approving the Proposed Fiscal Year 2027 Budget and Setting a Public Hearing to Adopt, was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-07  
Designating a Date, Time, and Location for a  
Landowners Election**

Ms. Burns suggested Resolution 2026-07 be tabled to the June Meeting because timing depends on setting the fiscal year meeting schedule.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Assignment of Fiscal Year 2026  
Funding Agreement**

Ms. Burns explained this had already been executed and asked for the Board to ratify.

On MOTION by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Assignment of Fiscal Year 2026 Funding Agreement, was ratified.

**NINTH ORDER OF BUSINESS**

**Consideration of Assignment of Construction  
Contract**

Ms. Burns stated this is the contract with Tucker Paving. They would be assigning that to the District.

On MOTION by Ms. Evans, seconded by Mr. Shapiro, with all in favor, the Assignment of Construction Contract with Tucker Paving, was ratified.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2026-08  
Ratifying Bonds**

Ms. Burns explained Resolution 2026-08 ratifying the sale of bonds. She noted that bonds closed March 19, 2026 and the resolution confirmed actions taken by staff related to closing.

On MOTION by Ms. Evans, seconded by Mr. Shapiro, with all in favor, Resolution 2026-08 Ratifying Bonds, was approved.

**ELEVENTH ORDER OF BUSINESS**

**Disclosure of Public Financing**

Ms. Burns explained that this disclosure was going to be recorded to put potential property owners on notice of the lien from the recent bond issuance. She asked for a motion to authorize Counsel to record.

On MOTION by Ms. Evans, seconded by Mr. Shapiro with all in favor, the Disclosure of Public Financing, was approved.

**TWELFTH ORDER OF BUSINESS**

**Ratification of Final Collateral Assignment, True-Up Agreement, Completion Agreement, Notice of Lien Special Assessments, Declaration of Consent and Acquisition Agreement Relating to Special Assessment Bonds, Series 2026 (Assessment Area One Project)**

Ms. Burns stated these were all approved at the closing and have already been signed. They have been executed as well.

On MOTION by Mr. Shapiro, seconded by Ms. Evans with all in favor, the Final Collateral Assignment, True-Up Agreement, Completion Agreement, Notice of Lien Special Assessments, Declaration of Consent and Acquisition Agreement Relating to Special Assessment Bonds, Series 2026 (Assessment Area One Project), was ratified.

**THIRTEENTH ORDER OF BUSINESS**

**Ratification of Data Sharing and Usage Agreement**

Ms. Burns stated items 13 and 14 can take a motion together. Depending on timing, she's not sure if they will collect assessments on the tax bill for the upcoming year, but this will be in place just in case.

**FOURTEENTH ORDER OF BUSINESS      Ratification of Contract Agreement with Polk County Property Appraiser**

On MOTION by Mr. Shapiro, seconded by Ms. Evans, with all in favor, the Data Sharing and Usage Agreement and the Contract Agreement with Polk County Property Appraiser, were ratified.

**FIFTEENTH ORDER OF BUSINESS      Ratification of Agreement with Vibe for Mast Arm Post Design**

Ms. Burns presented ratification of agreement with Vibe for Mast post Design. She noted this was drafted by Grace outside of the meeting in order to get this contract going. It's already been approved, they are just looking for a motion to ratify,

On MOTION by Ms. Evans, seconded by Mr. Shapiro, with all in favor, the Agreement with Vibe for Mast Arm Post Design, was ratified.

**SIXTEENTH ORDER OF BUSINESS      Presentation of Fiscal Year 2025 Audit Report**

Ms. Burns presented the Fiscal Year 2025 Audit Report. She stated this is on page 25 and it's a clean audit. There are no instances of non-compliance. There were no findings noted. It was considered a clean audit and will be submitted to the state prior to that the June 20<sup>th</sup> deadline.

On MOTION by Mr. Shapiro, seconded by Ms. Campagna, with all in favor, Accepting the Fiscal Year 2025 Audit Report, was approved.

**SEVENTEENTH ORDER OF BUSINESS      Staff Reports**

**A. Attorney**

Ms. Rinaldi had nothing to report.

**B. Engineer**

Mr. Shapiro asked Mr. Gadd if Lennar is scheduling a pre-construction meeting with various parties. Mr. Gadd stated they will be scheduling that pre-construction meeting with Polk County. He's waiting to get information back from the contractor.

**C. District Manager’s Report**

**i. Ratification of Funding Requests #17 through #20**

Ms. Burns presented Funding Requests #17 and #20 to the Board, noting that the Board is awaiting the motion to ratify.

On MOTION by Ms. Evans seconded by Mr. Shapiro, with all in favor, Funding Requests #17 through #20, were ratified.

**ii. Presentation of Funding Request #21**

Ms. Burns presented Funding Request #21 to the Board and offered to answer any questions from the Board.

On MOTION by Ms. Evans, seconded by Mr. Seney, with all in favor, Funding Requests #21, was approved.

**iii. Balance Sheet & Income Statement**

Ms. Burns noted that the financial statements were included in the package for review. No action was needed, though questions could be answered if anyone had any.

**EIGHTEENTH ORDER OF BUSINESS      Other Business**

There being no comments, the next item followed.

**NINETEENTH ORDER OF BUSINESS      Supervisors’ Requests and Audience Comments**

There being no comments, the next item followed.

**TWENTIETH ORDER OF BUSINESS      Adjournment**

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

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION 4

# SECTION A

**RESOLUTION 2026-10**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to June 15, 2026, submitted to the Board of Supervisors (“**Board**”) of the Schaller Preserve Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

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

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the Fiscal Year.

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Schaller Preserve Community Development District for the Fiscal Year Ending September 30, 2027.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2027, the sum of \$ \_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2026)	\$ _____
TOTAL ALL FUNDS	\$ _____

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2027 or within sixty (60) days following the end of the Fiscal Year 2027 may amend its Adopted Budget for that Fiscal Year as follows:

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

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within five (5) days after adoption and remain on the website for at least two (2) years.

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

**PASSED AND ADOPTED THIS 23RD DAY OF JUNE 2026.**

ATTEST:

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Adopted Budget for Fiscal Year 2027

***Schaller Preserve***  
***Community Development District***

***Proposed Budget***  
***FY2027***



# Table of Contents

<b>1</b>	<u>General Fund</u>
<b>2-4</b>	<u>General Fund Narrative</u>
<b>5</b>	<u>Series 2026 Debt Service Fund</u>
<b>6-7</b>	<u>Series 2026 Amortization Schedule</u>

**Schaller Preserve**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Projected Thru 9/30/26	Proposed Budget FY2027
<b>Revenues</b>					
Developer Contributions	\$ 386,752	\$ 40,600	\$ 33,561	\$ 74,161	\$ 390,760
<b>Total Revenues</b>	<b>\$ 386,752</b>	<b>\$ 40,600</b>	<b>\$ 33,561</b>	<b>\$ 74,161</b>	<b>\$ 390,760</b>
<b>Expenditures</b>					
<i>General &amp; Administrative</i>					
Supervisor Fees	\$ 12,000	\$ 2,200	\$ 3,200	\$ 5,400	\$ 12,000
FICA Expenses	\$ 918	\$ 168	\$ 245	\$ 413	\$ 918
Engineering	\$ 15,000	\$ -	\$ 7,500	\$ 7,500	\$ 15,000
Attorney	\$ 25,000	\$ 7,971	\$ 8,333	\$ 16,305	\$ 25,000
Annual Audit	\$ 4,000	\$ 3,100	\$ -	\$ 3,100	\$ 5,500
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Dissemination	\$ 5,000	\$ 417	\$ 1,667	\$ 2,083	\$ 5,000
Trustee Fees	\$ 4,500	\$ -	\$ -	\$ -	\$ 4,500
Management Fees	\$ 37,500	\$ 13,500	\$ 12,500	\$ 26,000	\$ 40,000
Information Technology	\$ 1,800	\$ -	\$ 600	\$ 600	\$ 1,800
Website Maintenance	\$ 1,200	\$ -	\$ 400	\$ 400	\$ 1,200
Postage & Delivery	\$ 1,000	\$ 18	\$ 333	\$ 351	\$ 1,000
Insurance	\$ 6,584	\$ 5,732	\$ -	\$ 5,732	\$ 6,592
Copies	\$ 1,000	\$ 44	\$ 100	\$ 144	\$ 1,000
Legal Advertising	\$ 10,000	\$ 1,725	\$ 3,333	\$ 5,058	\$ 10,000
Other Current Charges	\$ 5,000	\$ 578	\$ 220	\$ 798	\$ 5,000
Office Supplies	\$ 625	\$ 1	\$ 100	\$ 101	\$ 625
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Total General &amp; Administrative:</b>	<b>\$ 136,752</b>	<b>\$ 35,629</b>	<b>\$ 38,531</b>	<b>\$ 74,161</b>	<b>\$ 140,760</b>
<i>Operations &amp; Maintenance</i>					
Field Contingency	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 250,000</b>
<b>Total Expenditures</b>	<b>\$ 386,752</b>	<b>\$ 35,629</b>	<b>\$ 38,531</b>	<b>\$ 74,161</b>	<b>\$ 390,760</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 4,971</b>	<b>\$ (4,971)</b>	<b>\$ -</b>	<b>\$ -</b>

# Schaller Preserve

## Community Development District

### General Fund Narrative

#### **Revenues:**

##### *Developer Contributions*

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

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#### **Expenditures:**

##### **General & Administrative:**

##### *Supervisor Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

##### *FICA Expenses*

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

##### *Engineering*

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

##### *Attorney*

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

##### *Annual Audit*

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

##### *Assessment Administration*

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

##### *Arbitrage*

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

# **Schaller Preserve**

## **Community Development District**

### **General Fund Narrative**

#### Dissemination

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

#### Trustee Fees

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

#### Management Fees

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

#### Information Technology

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

#### Website Maintenance

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

#### Telephone

Telephone and fax machine.

#### Postage & Delivery

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

#### Insurance

The District's general liability and public official's liability insurance coverages.

#### Copies

Printing materials for board meetings, printing of computerized checks, stationary, envelopes, etc.

#### Legal Advertising

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

# Schaller Preserve

## Community Development District

### General Fund Narrative

#### Other Current Charges

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

#### Office Supplies

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

#### Dues, Licenses & Subscriptions

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

#### **Operations & Maintenance:**

#### Field Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any other category.

**Schaller Preserve**  
**Community Development District**  
**Proposed Budget**  
**Series 2026 Debt Service Fund**

Description	Adopted Budget FY2026	Actuals Thru 5/31/26	Projected Next 4 Months	Total Thru 9/30/26	Proposed Budget FY2027
<b>Revenues</b>					
Special Assessments	\$ -	\$ 130,481	\$ -	\$ 130,481	\$ 271,958
Interest	\$ -	\$ 660	\$ -	\$ 660	\$ -
Carry Forward	\$ -	\$ -	\$ -	\$ -	\$ 131,141
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 131,141</b>	<b>\$ -</b>	<b>\$ 131,141</b>	<b>\$ 403,098</b>
<b>Expenditures</b>					
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 130,481
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Interest Expense - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 105,795
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 296,276</b>
<b>Other Financing Sources/(Uses)</b>					
Bond Proceeds	\$ -	\$ 135,979	\$ -	\$ 135,979	\$ -
Transfer Out	\$ -	\$ (560)	\$ -	\$ (560)	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ 135,419</b>	<b>\$ -</b>	<b>\$ 135,419</b>	<b>\$ -</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ 266,559</b>	<b>\$ -</b>	<b>\$ 266,559</b>	<b>\$ 106,823</b>

Interest Expense 11/1/27	\$ 104,595
<b>Total</b>	<b>\$ 104,595</b>

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - 40'	138	\$ 169,688.52	\$1,229.63	\$1,322.18
Single Family - 50'	66	\$ 102,268.98	\$1,549.53	\$1,666.16
	204	\$ 271,957.50		

**Schaller Preserve**  
**Community Development District**  
**Series 2026 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Prinicipal	Interest	Total
11/01/26	\$ 3,980,000.00	\$ -	\$ 130,480.50	\$ 130,480.50
05/01/27	\$ 3,980,000.00	\$ 60,000.00	\$ 105,795.00	
11/01/27	\$ 3,920,000.00	\$ -	\$ 104,595.00	\$ 270,390.00
05/01/28	\$ 3,920,000.00	\$ 60,000.00	\$ 104,595.00	
11/01/28	\$ 3,860,000.00	\$ -	\$ 103,395.00	\$ 267,990.00
05/01/29	\$ 3,860,000.00	\$ 65,000.00	\$ 103,395.00	
11/01/29	\$ 3,795,000.00	\$ -	\$ 102,095.00	\$ 270,490.00
05/01/30	\$ 3,795,000.00	\$ 65,000.00	\$ 102,095.00	
11/01/30	\$ 3,730,000.00	\$ -	\$ 100,795.00	\$ 267,890.00
05/01/31	\$ 3,730,000.00	\$ 70,000.00	\$ 100,795.00	
11/01/31	\$ 3,515,000.00	\$ -	\$ 99,395.00	\$ 270,190.00
05/01/32	\$ 3,515,000.00	\$ 70,000.00	\$ 99,395.00	
11/01/32	\$ 3,515,000.00	\$ -	\$ 97,995.00	\$ 267,390.00
05/01/33	\$ 3,515,000.00	\$ 75,000.00	\$ 97,995.00	
11/01/33	\$ 3,515,000.00	\$ -	\$ 96,495.00	\$ 269,490.00
05/01/34	\$ 3,515,000.00	\$ 80,000.00	\$ 96,495.00	
11/01/34	\$ 3,435,000.00	\$ -	\$ 94,375.00	\$ 270,870.00
05/01/35	\$ 3,435,000.00	\$ 85,000.00	\$ 94,375.00	
11/01/35	\$ 3,350,000.00	\$ -	\$ 92,122.50	\$ 271,497.50
05/01/36	\$ 3,350,000.00	\$ 90,000.00	\$ 92,122.50	
11/01/36	\$ 3,260,000.00	\$ -	\$ 89,737.50	\$ 271,860.00
05/01/37	\$ 3,260,000.00	\$ 95,000.00	\$ 89,737.50	
11/01/37	\$ 3,165,000.00	\$ -	\$ 87,220.00	\$ 271,957.50
05/01/38	\$ 3,165,000.00	\$ 100,000.00	\$ 87,220.00	
11/01/38	\$ 3,065,000.00	\$ -	\$ 84,570.00	\$ 271,790.00
05/01/39	\$ 3,065,000.00	\$ 105,000.00	\$ 84,570.00	
11/01/39	\$ 2,960,000.00	\$ -	\$ 81,787.50	\$ 271,357.50
05/01/40	\$ 2,960,000.00	\$ 110,000.00	\$ 81,787.50	
11/01/40	\$ 2,850,000.00	\$ -	\$ 78,872.50	\$ 270,660.00
05/01/41	\$ 2,850,000.00	\$ 115,000.00	\$ 78,872.50	
11/01/41	\$ 2,615,000.00	\$ -	\$ 75,825.00	\$ 269,697.50
05/01/42	\$ 2,060,000.00	\$ 120,000.00	\$ 75,825.00	
11/01/42	\$ 2,060,000.00	\$ -	\$ 72,645.00	\$ 268,470.00
05/01/43	\$ 2,060,000.00	\$ 130,000.00	\$ 72,645.00	
11/01/43	\$ 2,060,000.00	\$ -	\$ 69,200.00	\$ 271,845.00
05/01/44	\$ 2,060,000.00	\$ 135,000.00	\$ 69,200.00	
11/01/44	\$ 2,060,000.00	\$ -	\$ 65,622.50	\$ 269,822.50
05/01/45	\$ 2,060,000.00	\$ 140,000.00	\$ 65,622.50	
11/01/45	\$ 2,060,000.00	\$ -	\$ 61,912.50	\$ 267,535.00
05/01/46	\$ 2,060,000.00	\$ 150,000.00	\$ 61,912.50	
11/01/46	\$ 2,060,000.00	\$ -	\$ 57,937.50	\$ 269,850.00
05/01/47	\$ 2,060,000.00	\$ 160,000.00	\$ 57,937.50	
11/01/47	\$ 1,900,000.00	\$ -	\$ 53,437.50	\$ 271,375.00
05/01/48	\$ 1,900,000.00	\$ 165,000.00	\$ 53,437.50	
11/01/48	\$ 1,735,000.00	\$ -	\$ 48,796.88	\$ 267,234.38

**Schaller Preserve**  
**Community Development District**  
**Series 2026 Special Assessment Bonds**  
**Amortization Schedule**

Date	Balance	Prinicipal	Interest	Total
05/01/49	\$ 1,735,000.00	\$ 175,000.00	\$ 48,796.88	
11/01/49	\$ 1,560,000.00	\$ -	\$ 43,875.00	\$ 267,671.88
05/01/50	\$ 1,560,000.00	\$ 185,000.00	\$ 43,875.00	
11/01/50	\$ 1,375,000.00	\$ -	\$ 38,671.88	\$ 267,546.88
05/01/51	\$ 1,375,000.00	\$ 200,000.00	\$ 38,671.88	
11/01/51	\$ 1,175,000.00	\$ -	\$ 33,046.88	\$ 271,718.75
05/01/52	\$ 1,175,000.00	\$ 210,000.00	\$ 33,046.88	
11/01/52	\$ 965,000.00	\$ -	\$ 27,140.63	\$ 270,187.50
05/01/53	\$ 965,000.00	\$ 220,000.00	\$ 27,140.63	
11/01/53	\$ 745,000.00	\$ -	\$ 20,953.13	\$ 268,093.75
05/01/54	\$ 745,000.00	\$ 235,000.00	\$ 20,953.13	
11/01/54	\$ 510,000.00	\$ -	\$ 14,343.75	\$ 270,296.88
05/01/55	\$ 510,000.00	\$ 250,000.00	\$ 14,343.75	
11/01/55	\$ 260,000.00	\$ -	\$ 7,312.50	\$ 271,656.25
05/01/56	\$ 260,000.00	\$ 260,000.00	\$ 7,312.50	\$ 267,312.50
		<b>\$ 3,980,000.00</b>	<b>\$ 4,244,616.75</b>	<b>\$ 8,224,616.75</b>

# SECTION B

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2027 FUNDING AGREEMENT**

**THIS AGREEMENT (“Agreement”)** is made and entered into this 1st day of October 2026, by and between:

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”), and

**LENNAR HOMES, LLC**, a Florida limited liability company, with an address of 4301 W. Boy Scout Boulevard, Suite 600, Tampa, Florida 33607 (“**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027 Budget**”); and

**WHEREAS**, this Fiscal Year 2027 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2027 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, the Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

**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 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. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2027 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

3. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2027 Budget" in the public records of Polk County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2027 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property

described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

**4. ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. 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 costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

**5. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

**6. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**7. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

**8. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

9. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give ninety (90) days' prior written notice to the District of any such sale or disposition.

10. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for the resolution of any dispute shall be in Polk County, Florida.

11. **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 the doubtful language will not be interpreted or construed against any party.

12. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

13. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. The Developer acknowledges that the designated public records custodian for the District is **Jill Burns** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Developer 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 agreement term and following the agreement term if the Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the agreement, transfer to the District, at no cost, all public records in the Developer'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 Developer, the Developer 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 DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DEVELOPER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, (407) 841-5524, OR [JBURNS@GMSCFL.COM](mailto:JBURNS@GMSCFL.COM).**

14. **NOTICES.** All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be mailed by First Class Mail, postage prepaid, sent by overnight delivery service, or sent by electronic mail with confirmation of receipt (except for notices of default, which shall also be sent by overnight delivery service), to the parties, as follows:

**A. If to the District:** Schaller Preserve Community Development District  
c/o Governmental Management Services – CF, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager  
[jburns@gmscfl.com](mailto:jburns@gmscfl.com)

**With a copy to:** Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: Schaller Preserve CDD, District Counsel  
[grace@cddlawyers.com](mailto:grace@cddlawyers.com)

**B. If to Developer:** Lennar Homes, LLC  
4301 W. Boy Scout Boulevard, Suite 600  
Tampa, Florida 33607  
Attn: \_\_\_\_\_  
\_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 parties may deliver Notice on behalf of the parties. 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.

**15. 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. 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.

**16. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** The Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Developer agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if the Developer refuses to sign said affidavit, the District may terminate this Agreement immediately

**17. SCRUTINIZED COMPANIES.** Pursuant to section 287.135, *Florida Statutes*, Developer certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, *Florida Statutes*; not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to section 215.473, *Florida Statutes*; and is not engaged in a boycott of Israel. The Developer agrees to immediately notify the District in writing if the Developer is placed on any such list. The District may terminate this Agreement if the Developer is found to have submitted a false certification or if the Developer is placed on any such list during the term of this Agreement.

**18. E-VERIFY.** The Developer shall comply with the requirements of Section 448.095, *Florida Statutes*, including the requirement to enroll in and use the E-Verify system to verify the work authorization status of all newly hired employees. The Developer shall require all subcontractors performing work under this Agreement to comply with the requirements of Section 448.095, *Florida Statutes*. If the Developer fails to comply with this section, the District shall terminate this Agreement and the Developer shall be liable for all costs associated with such termination. The Developer shall maintain records of its compliance with this section and shall provide copies of such records to the District upon request

*[Signatures on following page]*

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

**SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LENNAR HOMES, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A:** Legal Description of the Property

**EXHIBIT B:** Fiscal Year 2027 Budget

## Exhibit A

### LEGAL DESCRIPTION (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the POINT OF BEGINNING.

Containing 203.000 acres,



SCHALLER PRESERVE

SADDLE CREEK ROAD  
LAKELAND, FL

Legal Description

Exhibit 2

# SECTION 5

**RESOLUTION 2026-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT CONFIRMING A PRIOR DETERMINATION OF BENEFIT AND PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF DEBT SERVICE SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Schaller Preserve Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, certain infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in Polk County, Florida (“**County**”); and

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

**WHEREAS**, for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”), the Board of Supervisors (“**Board**”) of the District has adopted its budget, including its operations and maintenance budget and debt service budget (“**Adopted Budget**”) attached hereto as **Exhibit A** and now desires to set forth the method by which debt service special assessments shall be collected and enforced; and

**WHEREAS**, the District has entered into a funding agreement for the purpose of funding its operations and maintenance budget for Fiscal Year 2027 and accordingly is not at this time levying a special assessment to fund its Fiscal Year 2027 operations and maintenance budget; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached hereto as **Exhibit B**, and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit B**; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board finds and determines that the District's capital improvement plan, which is funded in part by the District's debt service special assessments, continues to confer a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments as set forth in **Exhibits A and B**. Additionally, the Board finds and determines that the allocation of the assessments to the specially benefitted lands, as shown in **Exhibits A and B**, continues to be fair and reasonable.

**SECTION 2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. **Tax Roll Assessments.** The previously levied debt service special assessments levied on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A and B**.
- B. **Direct Bill Assessments.** The previously levied debt service special assessments levied on the Direct Collect Property will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. Assessments directly collected by the District are due in full on December 1, 2026; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2026, 25% due no later than February 1, 2027 and 25% due no later than May 1, 2027. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2027, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

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

**SECTION 3. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 4. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 5. 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.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED THIS 23RD DAY OF JUNE 2026.**

ATTEST:

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Adopted Budget for Fiscal Year 2027  
**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

**Schaller Preserve CDD  
FY 27 Assessment Roll**

<b>PARCEL ID</b>	<b>ACREAGE</b>	<b>Debt</b>	<b>Total</b>
24280100000011020	171.08	\$292,427.42	\$292,427.42
Total Gross Direct	171.08	\$292,427.42	\$292,427.42
Total Net Direct		\$271,957.50	\$271,957.50

Polk County Property Appraiser

Print Date: 5/28/2026 09:36 AM

Last Modified: 5/24/2022, PPA\\nolet

1 of 1

Data Source: r\_prod

Report: CAMA/Tax Roll/Non-Ad Valorem/CDD Report

# SECTION 6

**RESOLUTION 2026-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2026-04 RE-SCHEDULING THE DATE OF THE PUBLIC HEARING ON THE PROPOSED AMENDED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Schaller Preserve Community Development District (“District”) was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; 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*; and

**WHEREAS**, on December 2, 2025, at a duly noticed public meeting, the District’s Board adopted Resolution 2026-04, designating a date, time and place of a public hearing regarding the District’s Amended and Restated Rules of Procedure for Tuesday, April 28, 2026, at 12:30 p.m. at Home2Suites by Hilton Lakeland North I-4, 3610 Hopewell Avenue, Lakeland, Florida 33809; and

**WHEREAS**, on the date and time of the scheduled public hearing the Board was unable to meet; and

**WHEREAS**, the public hearing was rescheduled to June 23, 2026, at 12:30 p.m. at the same location and the District Manager has caused notice of the public hearing, with the new date, to be published in accordance with Section 120.54, *Florida Statutes*; and

**WHEREAS**, the Board now desires to ratify the District Manager’s actions in resetting the public hearing.

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

**SECTION 1. PUBLIC HEARING DATE RESET.** The District Manager’s action in resetting the public hearing on the Amended and Restated Rules of Procedure is ratified. Resolution 2026-04 is hereby amended to reflect that the public hearing as declared in Resolution 2026-04 is reset to:

Tuesday, June 23, 2026, at 12:30 p.m., at Home2 Suites by Hilton Lakeland North I-4, 3610 Hopewell Avenue, Lakeland, Florida 33809.

**SECTION 2. RESOLUTION 2026-04 OTHERWISE REMAINS IN FULL FORCE AND EFFECT.** Except as otherwise provided herein, all of the provisions of Resolution 2026-04 continue in full force and effect.

**SECTION 3. 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.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and adoption by the Board.

**PASSED AND ADOPTED** this 23rd day of June 2026.

ATTEST:

**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

# SECTION 7

# SECTION A

**RESOLUTION 2026-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Schaller Preserve Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended (the “Act”), and being situated in Polk County, Florida; and

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

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

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

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

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

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

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 23rd day of June 2026.

**ATTEST:**

**SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Amended and Restated Rules of Procedure

**EXHIBIT A**

Amended and Restated Rules of Procedure

**RULES OF PROCEDURE  
SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF JUNE 23, 2026**

**TABLE OF CONTENTS**

<u>Rule 1.0</u>	<u>General</u> .....	2
<u>Rule 1.1</u>	<u>Board of Supervisors; Officers and Voting</u> .....	3
<u>Rule 1.2</u>	<u>District Offices; Public Information and Inspection of Records; Policies;     Service Contract Requirements; Financial Disclosure Coordination</u> .....	7
<u>Rule 1.3</u>	<u>Public Meetings, Hearings, and Workshops</u> .....	10
<u>Rule 1.4</u>	<u>Internal Controls to Prevent Fraud, Waste and Abuse</u> .....	15
<u>Rule 2.0</u>	<u>Rulemaking Proceedings</u> .....	16
<u>Rule 3.0</u>	<u>Competitive Purchase</u> .....	22
<u>Rule 3.1</u>	<u>Procedure Under the Consultants' Competitive Negotiations Act</u> .....	27
<u>Rule 3.2</u>	<u>Procedure Regarding Auditor Selection</u> .....	31
<u>Rule 3.3</u>	<u>Purchase of Insurance</u> .....	35
<u>Rule 3.4</u>	<u>Pre-qualification</u> .....	37
<u>Rule 3.5</u>	<u>Construction Contracts, Not Design-Build</u> .....	43
<u>Rule 3.6</u>	<u>Construction Contracts, Design-Build</u> .....	48
<u>Rule 3.7</u>	<u>Payment and Performance Bonds</u> .....	53
<u>Rule 3.8</u>	<u>Goods, Supplies, and Materials</u> .....	54
<u>Rule 3.9</u>	<u>Maintenance Services</u> .....	58
<u>Rule 3.10</u>	<u>Contractual Services</u> .....	61
<u>Rule 3.11</u>	<u>Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5,     3.6, 3.8, and 3.9</u> .....	62
<u>Rule 4.0</u>	<u>Effective Date</u> .....	65

**Rule 1.0      General.**

- (1) The Schaller Preserve Community Development District (“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 (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (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 (“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. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner’s election or appointed to fill a vacancy of a seat last filled at a landowner’s election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior twenty-four (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, but are not limited to, 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 and 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 their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

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

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated 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 three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, Ph. (407) 841-5524; jburns@gmscfl.com. 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 before each 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 confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). 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, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, 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, or similar format, in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report

## 2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

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

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (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, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), *Florida Statutes*; and
- (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
- (c) Support economical and efficient operations; and
- (d) Ensure reliability of financial records and reports; and
- (e) Safeguard assets.

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

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

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

## **Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where

a statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to 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 by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

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

- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;
  - (c) Any statement of estimated regulatory costs for the rule;
  - (d) A written summary of hearings, if any, on the proposed rule;
  - (e) All written comments received by the District and responses to those written comments; and
  - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
  - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
  - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
    - (i) Administer oaths and affirmations;
    - (ii) Rule upon offers of proof and receive relevant evidence;
    - (iii) Regulate the course of the hearing, including any pre-hearing matters;
    - (iv) Enter orders; and
    - (v) Make or receive offers of settlement, stipulation, and adjustment.
  - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) 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, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;

- (ii) The type of action requested;
  - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
  - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.  
**Law Implemented:** §§ 120.54, 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 or electronically posted 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 or electronically posted 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 or electronically posted 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, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (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 as defined in Section 287.0943, *Florida Statutes*.
- (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, 255.0992, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

### **Rule 3.2 Procedure Regarding Auditor Selection.**

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

- (1) Definitions.
  - (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

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

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

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

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

**Rule 3.3 Purchase of Insurance.**

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

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

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

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

### **Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or 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) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall

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

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, 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.
- xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. 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 ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) 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.

- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of

contract crime may, at any time after revocation or denial, file a petition for reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

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

**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic 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 electronic mail, United States Mail, or 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 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 competent jurisdiction 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 five (5) years shall be deemed 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, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

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

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

**Rule 3.6 Construction Contracts, Design-Build.**

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or 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 five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
  - (5) Exceptions. This Rule is inapplicable when:
    - (a) The project is undertaken as repair or maintenance of an existing public facility;

- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

**Rule 3.7 Payment and Performance Bonds.**

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

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

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or 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 Responsible and Responsive Bidder whose principal place of business is in the State of

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

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

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

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

**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or 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 vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

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

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

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

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

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

(1) Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (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 certified mail, hand delivery, or email with delivery confirmation 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 qualified 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) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

**Rule 4.0      Effective Date.**

These Rules shall be effective June 23, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

# SECTION 8

**RESOLUTION 2026-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT SETTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2027; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors desires to adopt an annual meeting schedule for the fiscal year beginning October 1, 2026, and ending September 30, 2027 (“**Fiscal Year 2027**”), attached as **Exhibit A**.

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

**SECTION 1.** The Fiscal Year 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.

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

**PASSED AND ADOPTED** this 23rd day of June 2026.

**ATTEST:**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2027 Annual Meeting Schedule

**EXHIBIT A:**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF MEETINGS FOR FISCAL YEAR 2027**

The Board of Supervisors (“Board”) of the Schaller Preserve Community Development District (“District”) will hold their regular meetings for Fiscal Year 2027 at the Home2Suites By Hilton Lakeland North I-4, 3610 Hopewell Avenue, Lakeland, Florida 33809, at 12:30 p.m. on the following dates, unless otherwise indicated as follows:

**October 27, 2026**

**November 17, 2026 (3<sup>rd</sup> Tuesday)**

**December 15, 2026 (3<sup>rd</sup> Tuesday)**

**January 26, 2027**

**February 23, 2027**

**March 23, 2027**

**April 27, 2027**

**May 25, 2027**

**June 22, 2027**

**July 27, 2027**

**August 24, 2027**

**September 28, 2027**

The meetings will be conducted in accordance with the provisions of Florida law for community development districts and, other than the closed session described above, will be open to the public. The meetings may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for the meetings may be obtained by contacting the office of the District Manager c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Phone: (407) 841-5524 (“District Manager’s Office”).

There may be occasions when one or more Board supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at any meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made at a meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

# SECTION 9

**RESOLUTION 2026-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR LANDOWNER ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*,” and the Board shall consist of five (5) members; and

**WHEREAS**, the District is statutorily required to hold its meeting of the landowners of the District for the purpose of electing Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

**1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.**

The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Scott Shapiro	November 2026
2	Mike Seney	November 2026
3	Lori Campagna	November 2028
4	Andy Mason	November 2028
5	Kelly Evans	November 2026

This year, Seats 1, 2, and 5 are subject to election by landowners in November 2026. The two candidates receiving the highest number of votes shall be elected for terms of four (4) years. The remaining candidate shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

**2. LANDOWNERS’ ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the following date, time and location:

DATE:  
TIME:

LOCATION:

**3. PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

**4. FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its March 24, 2026, meeting. A sample notice of landowners’ meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

**5. 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.

**6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 23th day of June 2026.

ATTEST:

**SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

**Composite Exhibit A:** Sample Notice of Landowners’ Meeting and Election, Instructions, Proxy, and Ballot Form

**NOTICE OF LANDOWNERS' MEETING AND ELECTION OF THE  
SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Schaller Preserve Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 203.0 acres, generally located on the north side of Saddle Creek Road approximately three miles east of its intersection with Combee Road, within Polk County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and each member individually, “**Supervisor**”).

DATE:  
TIME:  
LOCATION:

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Ph: (407) 841-5524 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one (1) vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one (1) vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for the meeting may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in the meeting is asked to contact the District Manager’s Office, at least three (3) business days before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF THE  
SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE:

TIME:

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two (2) years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one (1) vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please that a particular parcel of real property is entitled to only one (1) vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one (1) acre or less, are together entitled to only one (1) vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two (2) candidates receiving the highest number of votes shall be elected for terms of four (4) years. The remaining candidate shall be elected for a term of two (2) years. The terms of office for the successful candidates shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one (1) of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the District to be held at \_\_\_\_\_, **on November \_\_\_\_, 2026, at \_\_\_\_\_ a/p.m.**, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

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

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

**OFFICIAL BALLOT**  
**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**  
**LANDOWNERS' MEETING – NOVEMBER \_\_\_\_, 2026**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will serve four (4) year terms. The remaining candidate will serve a two (2) year term. All terms of office commence upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the District and described as follows:

Description	Acreage
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_  
(Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
5		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

# SECTION 10

**Arbitrage Rebate Computation  
Proposal For  
Schaller Preserve  
Community Development District  
(Polk County, Florida)  
\$3,980,000 Special Assessment Bonds,  
Series 2026 (Assessment Area One Project)**





# AMTEC

American Municipal Tax-Exempt Compliance

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

[www.amteccorp.com](http://www.amteccorp.com)

April 27, 2026

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

Re: \$3,980,000 Schaller Preserve Community Development District (Polk County, Florida),  
Special Assessment Bonds, Series 2026 (Assessment Area One Project)

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Schaller Preserve Community Development District (the “District”) Series 2026 (Assessment Area One Project) bond issue (the “Bonds”). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

## **Firm History**

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

## **Southeast Client Base**

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District’s Bonds. We have established a "bond year end" of March 19<sup>th</sup>, based upon the anniversary of the closing date of the Bonds in March 2026.

## Proposal

We are proposing rebate computation services based on the following:

- \$3,980,000 Series 2026 (Assessment Area One Project) Special Assessment Bonds
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Cost of Issuance & Debt Service Accounts.

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

Our guaranteed fee for rebate computations for the Series 2026 Bonds is \$450 per year and will encompass all activity from March 19, 2026, the date of the closing, through March 19, 2031, the end of the 5<sup>th</sup> Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

### AMTEC's Professional Fee – \$3,980,000 Series 2026 Special Assessment Bonds

Report Date	Type of Report	Period Covered	Fee
March 31, 2027	Rebate and Opinion	Closing – March 31, 2027	\$ 450
March 31, 2028	Rebate and Opinion	Closing – March 31, 2028	\$ 450
March 31, 2029	Rebate and Opinion	Closing – March 31, 2029	\$ 450
March 31, 2030	Rebate and Opinion	Closing – March 31, 2030	\$ 450
March 19, 2031	Rebate and Opinion	Closing – March 19, 2031	\$ 450

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

1. Arbitrage Certificate or Tax Regulatory Agreement
2. IRS Form 8038-G
3. Closing Memorandum
4. US Bank statements for all accounts from March 19, 2026, the date of the closing, through each report date

### AMTEC's Scope of Services

Our standard engagement includes the following services:

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

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

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

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

The parties have executed this Agreement on \_\_\_\_\_, 2026.

Schaller Preserve  
Community Development District

Consultant: American Municipal Tax-Exempt  
Compliance Corporation

By: \_\_\_\_\_

By: Michael J. Scarfo  
Senior Vice President

# SECTION 11

**AGREEMENT FOR CONSTRUCTION SERVICES  
[PHASE 1]**

**04/13/2026** THIS AGREEMENT (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_ 2026, by and between:

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

**THE DITCH WHISPERER LLC**, a Florida limited liability company, with a mailing address of 10208 Grove Drive, Port Richey, Florida 34668 (“**Contractor**” and together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, 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 materials, labor, and other services related to construction of underground electrical services, as more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”), and in accordance with the design plans set forth in **Exhibit B**, attached hereto and incorporated by reference herein (“**Plans**”); and

**WHEREAS**, Contractor represents and warrants that it is qualified, capable, and willing to provide the Services and the District desires to enter into this Agreement with Contractor for the same; 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. DUTIES.**

**A.** The duties, obligations, and responsibilities of Contractor are to provide the construction materials, labor, experience and services for the Services as described at

**Exhibit A**, in Phase 1 of the District, as more particularly described at **Exhibit C**, attached hereto and incorporated herein ("**Project Area**"), in accordance with the Plans attached as **Exhibit B**. To the extent any of the provisions of this Agreement conflict with the provisions of the Exhibits attached hereto, this Agreement controls.

- B.** At all times Contractor agrees to coordinate its Services with the District, through its designee, Rodney Gadd (the "**District Engineer**"). Such coordination includes, but is not limited to, scheduling deliveries of materials, start and end of the workday, clean-up, inspections, and other reasonable requests.
- C.** Contractor shall commence the Services on a date to be agreed with the District Engineer and shall complete the Services as expeditiously as possible. Upon notice from Contractor that the Services are complete, the District Engineer will promptly make a final inspection and will notify Contractor of all particulars in which this inspection reveals that the Services are incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Services and remedy such defects. Final payment shall not be released until all corrective work is completed and the District Engineer has signed off that the Services are complete as required under this Agreement ("**Final Completion**").
- 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.
- E.** Contractor shall perform all Services in a neat and workmanlike manner and shall use industry best practices and procedures when carrying out the Services. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services, subject to any setoffs.
- F.** 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. While providing the Services, Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure efficient and full completion.
- G.** 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 the Services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement without additional compensation provided therefor.
- H.** Contractor agrees that the District shall not be liable for the payment of any additional services unless the District, through an authorized representative of the District, authorizes Contractor, in writing, to perform such additional services.

- I. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to complete repair of any damage resulting from Contractor's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.
- J. Contractor keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to Contractor and may be applied as an offset to the final payment to Contractor.
- K. Execution of this Agreement by Contractor is a representation that Contractor has visited the site, become generally familiar with local conditions under which the Services are to be performed, and correlated personal observations with requirements of Agreement. Contractor shall, before starting the Services, carefully study and compare the various requirements relative to the Services to be performed and the limited information furnished by the District, shall observe any conditions at the site affecting it, and shall promptly report any errors, inconsistencies or omissions discovered by or made known to Contractor. These obligations are for the purpose of facilitating coordination and construction by Contractor and are further for the purpose of discovering errors, omissions, or inconsistencies that may be present and generally discoverable. It is recognized that Contractor's review is made in Contractor's capacity as a contractor and not as a licensed design professional.

### SECTION 3. COMPENSATION.

- A. As compensation for the Services described in this Agreement, the District agrees to pay Contractor **Three Hundred Thirty-Six Thousand, Six Hundred Sixty-Five Dollars and Zero Cents (\$336,665.00)** for the Services as identified in **Exhibit A** attached hereto ("**Contract Price**"), payable upon Final Completion as defined herein. Such amount includes all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise to provide the District the maximum benefits of the Services. Final payment shall not be construed to mean acceptance of defective work or improper materials. Contractor shall maintain records conforming to usual accounting practices.
- B. All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted.
- C. If the District should desire additional work or services, 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(s) to this Agreement. 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.

- D.** The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that 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.

**SECTION 4. WARRANTY.** Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by Contractor pursuant to this Agreement shall be warranted for labor and workmanship for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

**SECTION 5. BONDS. ( NOT APPLICABLE)**

- A.** When Contractor delivers the signed Agreement, Contractor shall also deliver a performance bond and payment bond to the District in the amount of one hundred percent (100%) of the Contract Price. Contractor must provide a certified copy of the recorded bonds before commencing the Services or before recommencing the Services after a default or abandonment. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Agreement.
- B.** Upon certification of Final Completion and prior to final payment, Contractor shall

provide a one-year warranty bond in the amount of twenty percent (20%) of the Contract Price to cover Contractor's warranty obligations under this Agreement and to guarantee against any defective Services or labor done, or defective materials used in the Services.

- C. Each bond shall be on a District-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, *Florida Statutes*, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, *Florida Statutes*, whichever are applicable, are incorporated by reference herein."

#### **SECTION 6. TERMINATION.**

- A. The District agrees that 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.
- B. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor's failure to perform the Services in accordance with this Agreement or other failure to comply with a material term of the Agreement will constitute a default by Contractor and justify termination for cause. The District shall provide thirty (30) days' written notice of termination without cause.
  - (i) Subject to the terms and operation of any applicable performance bond, if the District has terminated this Agreement for cause, the District may exclude Contractor from the project site, take possession of the project, incorporate in the project all materials and equipment stored at the site or for which the District has paid Contractor but which are stored elsewhere, and complete the Services as the District may deem expedient.
  - (ii) In the case of a termination for cause, if the cost to complete the Services, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to the District.
- C. Upon any termination of this Agreement, 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 off-sets the District may have against Contractor. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.

**SECTION 7. INSURANCE.**

- A.** 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 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Additional Insureds**") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. 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, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.
- C.** If 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 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 8. INDEMNIFICATION.**

- A.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Indemnitees**”), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) Contractor’s performance of, or failure to perform, Contractor’s obligations pursuant to this Agreement or any Services or Contractor’s performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.
- B.** To the extent a limitation is required by law, the obligations under this section shall be limited to no more than Two Million Dollars (\$2,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this section is intended to waive or alter any other remedies that the District may have as against Contractor.
- C.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against Contractor. The provisions of this Section 8 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 8 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- D.** Contractor shall ensure that all subcontracts related to the Services include this section for the benefit of the Indemnitees

**SECTION 9. TAX EXEMPT DIRECT PURCHASES.** The Parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Agreement. In such event, the following conditions shall apply:

- A.** The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax and has provided Contractor with a copy of its Consumer Exemption Certificate.

- B. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials (“**Direct Purchase Materials**”) necessary for the work directly from the suppliers to take advantage of District’s tax-exempt status.
- C. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials and verify the exact manner, method, and requirements for acquiring any such Direct Purchase Materials.
- D. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor’s invoice will be issued directly to the District; (3) payment of the vendor’s invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.
- E. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- F. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- G. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- H. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.
- I. The District shall, at its option, maintain builder’s risk insurance on the Direct Purchase

Materials.

**SECTION 10. 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 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 such limitations of liability or by operation of law.

**SECTION 11. COMPLIANCE WITH GOVERNMENTAL REGULATION.** 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 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 12. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. 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 Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that 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 13. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

**SECTION 14. SUBCONTRACTORS.** Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

**SECTION 15. PERMITS AND LICENSES.** Any permits necessary for the project described herein shall be paid for and obtained by the District. All professional licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor.

**SECTION 16. ASSIGNMENT.** Neither the District nor 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.** 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 District and at all times entirely under Contractor's supervision, direction and control.

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

**SECTION 18. ENFORCEMENT OF AGREEMENT.** 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.

**SECTION 19. 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 Polk County, Florida.

**SECTION 20. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. 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 Contractor.

**SECTION 21. 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 **Governmental Management Services – Central Florida, LLC** (“**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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JBURNS@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.**

**SECTION 22. 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 Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 23. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and

Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 24. NOTICES.** All notices, requests, consents and other communications under this Agreement (each, a “**Notice**” and collectively, “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

**A. If to the District:** Schaller Preserve Community Development District  
c/o Governmental Management Services – CF, LLC  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

**With a copy to:** Kilinski | Van Wyk PLLC  
517 East College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** The Ditch Whisperer LLC  
10208 Grove Drive  
Port Richey, Florida 34668  
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 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 in this Agreement.

**SECTION 25. 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 26. 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 27. 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.

**SECTION 28. NEGOTIATION 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 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. SCRUTINIZED COMPANIES STATEMENT.** In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies or Other Entities that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 30. PUBLIC ENTITY CRIMES.** Pursuant to Section 287.133(3)(a), *Florida Statutes*:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**SECTION 31. CONSTRUCTION DEFECTS. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

**SECTION 32. ANTI-HUMAN TRAFFICKING REQUIREMENTS.** Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement to be effective on the day and year first written above.

SCHALLER PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT

  
Chairperson/Vice Chairperson, Board of Supervisors

C. Michael Seary, V.C.

THE DITCH WHISPERER, LLC

  
By: \_\_\_\_\_  
Its: \_\_\_\_\_ owner

- EXHIBIT A: Proposal
- EXHIBIT B: Electric Conduit Design Plans
- EXHIBIT C: Project Area

04/13/2026

**EXHIBIT A  
Proposal**



The Ditch Whisperer LLC  
 Denver Douglas  
 16034 Pine Ridge Dr  
 Hudson, Fl 34667  
 813-733-2342  
 Denverdouglas09@gmail.com

ESTIMATE  
 0284  
 DATE  
 11/11/2025  
 TOTAL  
 USD \$336,665.00

TO

**Schaller Preserve COD- GMS ph1**

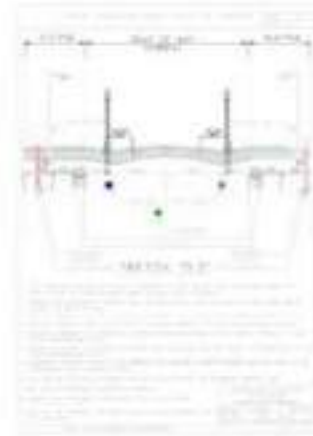
Gillian Burns  
 219 E Livingston St  
 Orlando FL 32801

DESCRIPTION	RATE	QTY	AMOUNT
Machine trench 49 lakeland electric crossings for 3460 ft. @ \$ 6 50 per ft	\$6.50	3,460	\$22,490.00
Crossing materials conduit tape glue etc	\$11,500.00	1	\$11,500.00
Machine trench lakeland electric mainline for 12700 ft. @ \$6.50 per ft	\$6.50	12,700	\$82,550.00
Install 3 4x6 manholes @ \$3500 each	\$3,500.00	3	\$10,500.00
Install 9 4x4 pull boxes @ \$1500 each	\$1,500.00	9	\$13,500.00
Install 1 3ph transformer pad @ lift station	\$1,000.00	1	\$1,000.00
Prep 19 transformer sites at a \$175.00 each	\$175.00	19	\$3,325.00
Materials, concrete structures, conduit, 90's, couplings, glue tape, mule, tape ditch, tape, etc	\$191,800.00	1	\$191,800.00
<b>TOTAL</b>			<b>USD \$336,665.00</b>

SCHALLER PRESERVE PH 1

**EXHIBIT B**  
**Electric Conduit Design Plans**

**Lakeland Electric- Electric Conduit Design - 05/29/2025**

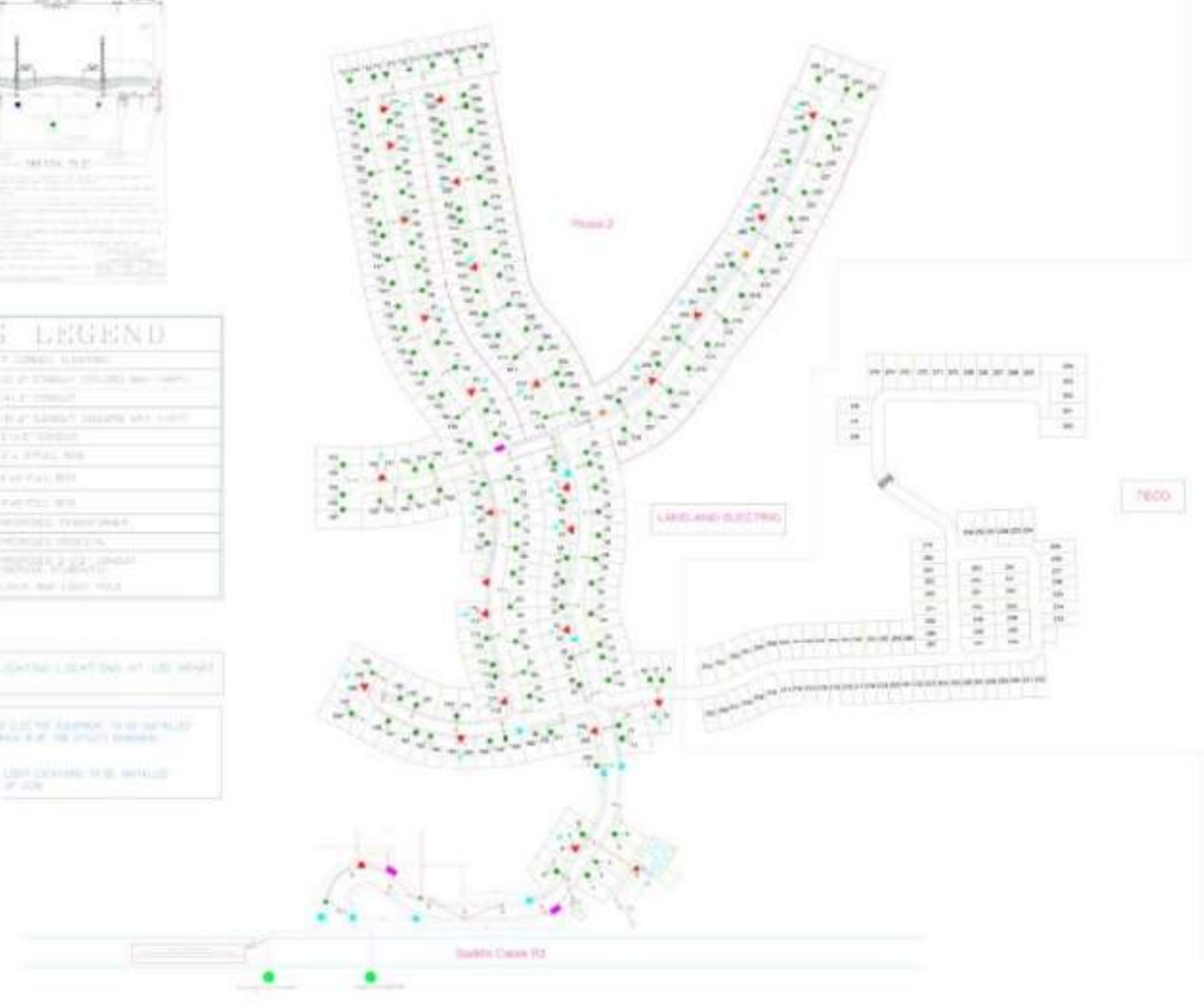


UG LEGEND	
1/2" CONDUIT	1/2" CONDUIT
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1" CONDUIT	1" CONDUIT
2" CONDUIT	2" CONDUIT
3" CONDUIT	3" CONDUIT
4" CONDUIT	4" CONDUIT
6" CONDUIT	6" CONDUIT
8" CONDUIT	8" CONDUIT
12" CONDUIT	12" CONDUIT
18" CONDUIT	18" CONDUIT
24" CONDUIT	24" CONDUIT
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36" CONDUIT	36" CONDUIT
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66" CONDUIT	66" CONDUIT
72" CONDUIT	72" CONDUIT
78" CONDUIT	78" CONDUIT
84" CONDUIT	84" CONDUIT
90" CONDUIT	90" CONDUIT
96" CONDUIT	96" CONDUIT
102" CONDUIT	102" CONDUIT
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162" CONDUIT	162" CONDUIT
168" CONDUIT	168" CONDUIT
174" CONDUIT	174" CONDUIT
180" CONDUIT	180" CONDUIT
186" CONDUIT	186" CONDUIT
192" CONDUIT	192" CONDUIT
198" CONDUIT	198" CONDUIT
204" CONDUIT	204" CONDUIT
210" CONDUIT	210" CONDUIT
216" CONDUIT	216" CONDUIT
222" CONDUIT	222" CONDUIT
228" CONDUIT	228" CONDUIT
234" CONDUIT	234" CONDUIT
240" CONDUIT	240" CONDUIT
246" CONDUIT	246" CONDUIT
252" CONDUIT	252" CONDUIT
258" CONDUIT	258" CONDUIT
264" CONDUIT	264" CONDUIT
270" CONDUIT	270" CONDUIT
276" CONDUIT	276" CONDUIT
282" CONDUIT	282" CONDUIT
288" CONDUIT	288" CONDUIT
294" CONDUIT	294" CONDUIT
300" CONDUIT	300" CONDUIT

ALL NEW LIGHTING LOCATIONS AT JOB MARK

CONDUIT LOC TO BE INSTALLED TO THE BACK OF THE STREET MARKING

WHOLE LIGHT LOCATIONS TO BE INSTALLED AT THE END OF JOB



**EXHIBIT C**  
**Project Area**

**DESCRIPTION:** SHALLER PRESERVE PHASE 1 (by GeoPoint Surveying, Inc)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of said Section 1, also being the Northwest corner of said Section 6; thence along the East line of said Section 1, also being the West line of said Section 6, S 00°42'51" W, a distance of 874.00 feet; thence leaving said Section line, N 89°42'46" E, a distance of 655.99 feet; thence S 00°17'14" E, a distance of 750.10 feet; thence N 89°42'46" E, a distance of 661.31 feet to the East line of the West 1/4 of Said Section 6; thence along said East line of the West 1/4, S 00°14'05" W, a distance of 1050.93 feet; thence S 00°11'48" W, a distance of 1282.25 feet to the North right-of-way line of Saddle Creek Road (70' Public right-of-way) as recorded in Map Book 2, Page 82 of the Public Records of Polk County, Florida; thence along said North right-of-way line, S 89°59'34" W, a distance of 2649.77 feet; thence leaving said North right-of-way line, along the West line of the East 1/4 of said Section 1, N 00°01'50" E, a distance of 3946.93 feet to the North line of said Section 1; thence along the North line of said Section 1, N 89°49'50" E, a distance of 1346.23 feet to the **POINT OF BEGINNING**.

Containing 203.000 acres, more or less.

**LESS AND EXCEPT:** PHASE 2 (NORTH) (By GeoPoint Surveying, Inc.)

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the East boundary thereof, N.00°18'13"W., a distance of 435.01 feet to the **POINT OF BEGINNING PHASE 2 (NORTH)**; thence S.36°40'47"W., a distance of 1.78 feet; thence Southwesterly, 329.69 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 34°39'36" (chord bearing S.54°00'35"W., 324.68 feet); thence Northerly, 52.72 feet along the arc of a non-tangent curve to the left having a radius of 760.82 feet and a central angle of 03°58'13" (chord bearing N.15°50'56"W., 52.71 feet); thence N.17°43'30"W., a distance of 112.39 feet; thence S.71°28'27"W., a distance of 10.62 feet; thence S.72°16'30"W., a distance of 79.38 feet; thence Northwesterly, 39.27 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.62°43'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 40.00 feet; thence Southwesterly, 39.27 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.27°16'30"W., 35.36 feet); thence S.72°16'30"W., a distance of 90.00 feet; thence N.17°43'30"W., a distance of 65.21 feet; thence Northwesterly, 230.99 feet along the arc of a tangent curve to the left having a radius of 535.00 feet and a central angle of 24°44'17" (chord bearing N.30°05'39"W., 229.20 feet); thence Northwesterly, 297.19 feet along the arc of a reverse curve to the right having a radius of 535.00 feet and a central angle of 31°49'39" (chord

bearing N.26°32'58"W., 293.38 feet); thence N.10°38'09"W., a distance of 661.23 feet; thence N.79°21'51"E., a distance of 90.00 feet; thence Easterly, 26.83 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing S.69°53'17"E., 25.56 feet); thence N.79°21'51"E., a distance of 46.06 feet; thence Northeasterly, 26.83 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 61°29'44" (chord bearing N.48°36'59"E., 25.56 feet); thence N.79°21'51"E., a distance of 95.00 feet; thence S.10°38'09"E., a distance of 661.24 feet; thence Southeasterly, 144.31 feet along the arc of a non-tangent curve to the left having a radius of 257.32 feet and a central angle of 32°07'54" (chord bearing S.26°31'59"E., 142.42 feet); thence Southeasterly, 294.07 feet along the arc of a non-tangent curve to the right having a radius of 812.82 feet and a central angle of 20°43'45" (chord bearing S.32°05'27"E., 292.47 feet); thence Northeasterly, 165.71 feet along the arc of a non-tangent curve to the left having a radius of 260.86 feet and a central angle of 36°23'48" (chord bearing N.51°23'03"E., 162.93 feet); thence N.36°37'30"E., a distance of 477.20 feet; thence N.30°30'58"E., a distance of 26.01 feet; thence N.28°24'02"E., a distance of 274.10 feet; thence Northeasterly, 47.12 feet along the arc of a non-tangent curve to the left having a radius of 319.25 feet and a central angle of 08°27'21" (chord bearing N.23°41'10"E., 47.07 feet); thence N.21°09'18"E., a distance of 366.18 feet; thence S.68°50'42"E., a distance of 285.00 feet; thence S.21°09'18"W., a distance of 380.94 feet; thence Southwesterly, 68.38 feet along the arc of a non-tangent curve to the right having a radius of 545.04 feet and a central angle of 07°11'17" (chord bearing S.24°48'22"W., 68.33 feet); thence S.28°24'02"W., a distance of 277.88 feet; thence Southwesterly, 78.75 feet along the arc of a tangent curve to the right having a radius of 545.00 feet and a central angle of 08°16'45" (chord bearing S.32°32'25"W., 78.68 feet); thence S.36°40'47"W., a distance of 478.18 feet to the **POINT OF BEGINNING**.

Containing 17.484 acres, more or less.

**LESS AND EXCEPT: PHASE 2 (SOUTH) (By GeoPoint Surveying, Inc.)**

A parcel of land lying in Section 1, Township 28 South, Range 24 East and Section 6, Township 28 South, Range 25 East, Polk County, Florida, and being more particularly described as follows:

**COMMENCE** at the East 1/4 corner of said Section 1, run thence along the South boundary of the Northwest 1/4 of said Section 6, S.89°26'52"E., a distance of 696.90 feet to the **POINT OF BEGINNING** PHASE 2 (SOUTH); thence N.02°07'19"W., a distance of 92.51 feet; thence N.57°45'40"W., a distance of 76.74 feet; thence Northwesterly, 161.90 feet along the arc of a tangent curve to the right having a radius of 160.00 feet and a central angle of 57°58'30" (chord bearing N.28°46'25"W., 155.08 feet); thence N.00°12'50"E., a distance of 46.06 feet; thence N.89°47'10"W., a distance of 100.00 feet; thence N.00°12'50"E., a distance of 160.00 feet; thence S.89°47'10"E., a distance of 97.90 feet; thence N.00°12'50"E., a distance of 146.75 feet; thence S.89°47'10"E., a distance of 735.00 feet; thence S.00°12'50"W., a distance of 280.00 feet; thence N.89°47'10"W., a distance of 180.00 feet; thence N.00°12'50"E., a distance of 95.00 feet; thence Northwesterly, 7.85 feet along the arc of a tangent curve to the left having a radius of 5.00 feet and a central angle of 90°00'00" (chord bearing N.44°47'10"W., 7.07 feet); thence N.89°47'10"W., a distance of 467.90 feet; thence S.00°12'50"W., a distance of 172.81 feet; thence Southeasterly, 80.95 feet along the arc of a tangent curve to the left having a radius of 80.00 feet and a central

angle of 57°58'30" (chord bearing S.28°46'25"E., 77.54 feet); thence S.57°45'40"E., a distance of 185.86 feet; thence N.89°31'29"E., a distance of 24.85 feet; thence N.87°52'41"E., a distance of 259.93 feet; thence S.02°07'19"E., a distance of 109.07 feet; thence N.87°52'41"E., a distance of 135.00 feet; thence S.02°07'19"E., a distance of 290.00 feet; thence S.87°52'41"W., a distance of 70.00 feet; thence S.02°07'19"E., a distance of 57.85 feet; thence S.39°52'33"W., a distance of 67.29 feet; thence S.01°58'47"E., a distance of 128.07 feet; thence S.87°52'41"W., a distance of 834.66 feet; thence Westerly, 104.66 feet along the arc of a tangent curve to the left having a radius of 260.00 feet and a central angle of 23°03'51" (chord bearing S.76°20'46"W., 103.96 feet); thence S.64°59'06"W., a distance of 49.69 feet; thence Westerly, 165.03 feet along the arc of a non-tangent curve to the right having a radius of 540.00 feet and a central angle of 17°30'36" (chord bearing S.74°54'27"W., 164.39 feet); thence N.06°52'05"W., a distance of 115.20 feet; thence S.85°34'30"W., a distance of 17.17 feet; thence N.04°36'38"W., a distance of 49.65 feet; thence Easterly, 13.54 feet along the arc of a non-tangent curve to the left having a radius of 158.28 feet and a central angle of 04°54'06" (chord bearing N.85°16'19"E., 13.54 feet); thence N.06°36'45"W., a distance of 115.01 feet; thence Easterly, 89.28 feet along the arc of a non-tangent curve to the left having a radius of 260.00 feet and a central angle of 19°40'26" (chord bearing N.74°39'09"E., 88.84 feet); thence N.64°48'56"E., a distance of 37.10 feet; thence Easterly, 217.36 feet along the arc of a tangent curve to the right having a radius of 540.00 feet and a central angle of 23°03'45" (chord bearing N.76°20'49"E., 215.89 feet); thence N.87°52'41"E., a distance of 395.00 feet; thence N.02°07'19"W., a distance of 258.75 feet to the **POINT OF BEGINNING**.

Containing 16.497 acres, more or less.

Total net acreage for Schaller Preserve Phase 1 is 169.020 acres, more or less.

# SECTION 12

# SECTION C

# SECTION 1

**REQUISITION**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026  
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Schaller Preserve Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of March 1, 2026, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2026 (collectively, the "Series 2026 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2026 Indenture):

- (A) Requisition Number: 1
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Saddle Creek Road Investors, LLC
- (D) Amount Payable: \$4,278.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Reimbursement for FR# 2 & 3
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,
- 2. each disbursement set forth above is a proper charge against the:

*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund;* and

- 3. each disbursement set forth above was incurred in connection with:  
the Costs of the Assessment Area One Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

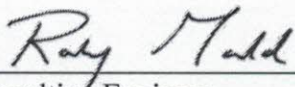
**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 5/6/26

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

The undersigned Consulting Engineer hereby certifies that this disbursement from the Series 2026 Acquisition and Construction Account is for a Cost of the Assessment Area One Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area One Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area One Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

  
Consulting Engineer

Date: 03.30.2026

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, ARTIFICIAL WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: **SCHALLER PRESERVE**

**\$3,829.50**

66-156/531

**0059765093**

**February 06, 2026**

SADDLE CREEK ROAD INVESTORS, LLC  
5128 W LONGFELLOW AVE  
TAMPA, FL 33629-7634

Please Direct Any Questions To  
(855) 739-0856  
Payment Processing Center  
P.O. Box 74618  
Chicago, IL 60675-4618

MEMO: Req #2 CP

WELLS FARGO BANK, NA

06609 4343219 024118 024118 0003/0004 k024106

Pay **THREE THOUSAND EIGHT HUNDRED TWENTY NINE AND 50/100**

**DOLLARS**

TO  
THE  
ORDER  
OF

SCHALLER PRESERVE CCD  
6200 LEE VISTA BLVD STE 300  
ORLANDO, FL 32822-5149

\$ **\*\*\*\*\*3,829.50**

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.



*[Signature]*  
AUTHORIZED SIGNATURE

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPIER

⑈0059765093⑈ ⑆053101561⑆ 8018933302⑈

# Schaller Preserve

Community Development District

Funding Request # 2  
January 28, 2026

Bill to: Brooklane Development LLC

Capital Projects  
Construction

Payee

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<b>1</b>	<b>Kilinski Van Wyk PLLC</b> Invoice # 14004 - Construction for Dec 2025	\$	3,829.50
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\$ 3,829.50

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**Total:** \$ **3,829.50**

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Please make check payable to:

**Schaller Preserve Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the project which have not previously been paid.

\_\_\_\_\_  
Responsible Officer



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Schaller Preserve CDD  
219 E. Livingston Street  
Orlando, FL 32801

## INVOICE

Invoice # 14004  
Date: 01/16/2026  
Due On: 02/15/2026

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$3,117.00	+ \$3,829.50	) - ( \$0.00	) = <b>\$6,946.50</b>

### SCHPCDD-105

#### Schaller Preserve CDD - 2026 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	12/02/2025	Begin draft shell assignment and construction contract for next phase of construction	0.20	\$390.00	\$78.00
Service	GR	12/02/2025	Confer with S. Shapiro regarding construction contract, assignment of the same.	0.20	\$305.00	\$61.00
Service	JK	12/08/2025	Review correspondence and respond to easement/construction options and funding agreement options and respond to same	0.20	\$390.00	\$78.00
Service	GR	12/09/2025	Begin preparing construction contract for Phase 1, including general and supplementary conditions; prepare assignment materials for assigning construction contract to the District.	3.90	\$305.00	\$1,189.50
Service	GR	12/10/2025	Confer with S. Shapiro regarding proposal for construction for Phase 1, review the same; begin review of proposed construction contract with Tucker Paving, Inc.	0.90	\$305.00	\$274.50

Service	LG	12/11/2025	Analyze legal changes needed for Lennar construction contract.	0.30	\$380.00	\$114.00
Service	GR	12/16/2025	Confer with S. Shapiro regarding construction contract for Phase 1, status of the same.	0.10	\$305.00	\$30.50
Service	LG	12/22/2025	Review and revise developer construction contract and CDD assignment form.	0.70	\$380.00	\$266.00
Service	GR	12/22/2025	Finalize revisions to construction contract for Phase 1 with Tucker Paving, confer with S. Shapiro regarding the same; finalize assignment package for assigning construction contract for Phase 1 to the District.	2.80	\$305.00	\$854.00
Service	LG	12/23/2025	Review revised assignment of construction contract.	0.20	\$380.00	\$76.00
Service	GR	12/23/2025	Confer with S. Shapiro regarding assignment package for Phase 1 construction contract.	0.20	\$305.00	\$61.00
Service	LG	12/29/2025	Advise regarding requested changes to construction agreement.	0.20	\$380.00	\$76.00
Service	GR	12/30/2025	Finalize revisions to construction contract for Phase 1, confer with S. Shapiro regarding the same, review plans to include with the same.	2.20	\$305.00	\$671.00
					<b>Total</b>	<b>\$3,829.50</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

# Schaller Preserve

Community Development District

Funding Request # 3  
February 22, 2026

Bill to: Brooklane Development LLC

Capital Projects  
Construction

Payee

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<b>1</b>	<b>Kilinski Van Wyk PLLC</b> Invoice # 14259 - Constructin for Jan 2026	\$	449.00
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\$ 449.00

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**Total:** \$ **449.00**

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Please make check payable to:

**Schaller Preserve Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the project which have not previously been paid.

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Responsible Officer



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Schaller Preserve CDD  
219 E. Livingston Street  
Orlando, FL 32801

## INVOICE

Invoice # 14259  
Date: 02/19/2026  
Due On: 03/21/2026

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$6,946.50	+ \$449.00	) - ( \$0.00	) = <b>\$7,395.50</b>

### SCHPCDD-105

#### Schaller Preserve CDD - 2026 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	GR	01/02/2026	Confer with S. Shapiro regarding construction contract for Phase 1, assignment package for the same, update assignment package regarding the same.	0.70	\$310.00	\$217.00
Service	LG	01/05/2026	Review updates to assignment documents.	0.20	\$385.00	\$77.00
Service	GR	01/21/2026	Confer with District Management regarding assignment of construction contract.	0.20	\$310.00	\$62.00
Service	GR	01/28/2026	Confer with S. Shapiro regarding Phase 1 construction contract, finalizing the same.	0.30	\$310.00	\$93.00
<b>Total</b>						<b>\$449.00</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

the 1990s, the number of people aged 65 and over in the United States is projected to increase from 20 million to 35 million (U.S. Census Bureau 1996).

As the number of people aged 65 and over increases, the number of people aged 75 and over is also projected to increase. In 1990, there were 10 million people aged 75 and over in the United States. By 2000, the number of people aged 75 and over is projected to increase to 15 million (U.S. Census Bureau 1996).

As the number of people aged 75 and over increases, the number of people aged 85 and over is also projected to increase. In 1990, there were 3 million people aged 85 and over in the United States. By 2000, the number of people aged 85 and over is projected to increase to 5 million (U.S. Census Bureau 1996).

As the number of people aged 85 and over increases, the number of people aged 95 and over is also projected to increase. In 1990, there were 1 million people aged 95 and over in the United States. By 2000, the number of people aged 95 and over is projected to increase to 2 million (U.S. Census Bureau 1996).

As the number of people aged 95 and over increases, the number of people aged 100 and over is also projected to increase. In 1990, there were 200,000 people aged 100 and over in the United States. By 2000, the number of people aged 100 and over is projected to increase to 400,000 (U.S. Census Bureau 1996).

As the number of people aged 100 and over increases, the number of people aged 105 and over is also projected to increase. In 1990, there were 20,000 people aged 105 and over in the United States. By 2000, the number of people aged 105 and over is projected to increase to 40,000 (U.S. Census Bureau 1996).

As the number of people aged 105 and over increases, the number of people aged 110 and over is also projected to increase. In 1990, there were 2,000 people aged 110 and over in the United States. By 2000, the number of people aged 110 and over is projected to increase to 4,000 (U.S. Census Bureau 1996).

As the number of people aged 110 and over increases, the number of people aged 115 and over is also projected to increase. In 1990, there were 200 people aged 115 and over in the United States. By 2000, the number of people aged 115 and over is projected to increase to 400 (U.S. Census Bureau 1996).

As the number of people aged 115 and over increases, the number of people aged 120 and over is also projected to increase. In 1990, there were 20 people aged 120 and over in the United States. By 2000, the number of people aged 120 and over is projected to increase to 40 (U.S. Census Bureau 1996).

As the number of people aged 120 and over increases, the number of people aged 125 and over is also projected to increase. In 1990, there were 2 people aged 125 and over in the United States. By 2000, the number of people aged 125 and over is projected to increase to 4 (U.S. Census Bureau 1996).

As the number of people aged 125 and over increases, the number of people aged 130 and over is also projected to increase. In 1990, there were 0 people aged 130 and over in the United States. By 2000, the number of people aged 130 and over is projected to increase to 0 (U.S. Census Bureau 1996).

As the number of people aged 130 and over increases, the number of people aged 135 and over is also projected to increase. In 1990, there were 0 people aged 135 and over in the United States. By 2000, the number of people aged 135 and over is projected to increase to 0 (U.S. Census Bureau 1996).

**REQUISITION**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026  
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Schaller Preserve Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of March 1, 2026, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2026 (collectively, the "Series 2026 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2026 Indenture):

- (A) Requisition Number: 2
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Kilinski Van Wyk PLLC
- (D) Amount Payable: \$1,573.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 14468 - Construction Services for Feb 2026
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,
- 2. each disbursement set forth above is a proper charge against the:  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*; and
- 3. each disbursement set forth above was incurred in connection with:  
the Costs of the Assessment Area One Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

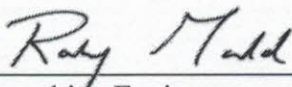
**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

By:  \_\_\_\_\_  
Responsible Officer

Date: 5/6/26

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

The undersigned Consulting Engineer hereby certifies that this disbursement from the Series 2026 Acquisition and Construction Account is for a Cost of the Assessment Area One Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area One Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area One Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

 \_\_\_\_\_  
Consulting Engineer

Date: 04.02.2026



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Schaller Preserve CDD  
219 E. Livingston Street  
Orlando, FL 32801

## INVOICE

Invoice # 14468  
Date: 03/19/2026  
Due On: 04/18/2026

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$3,566.00	+ \$1,573.50	) - ( \$0.00	) = <b>\$5,139.50</b>

### SCHPCDD-105

#### Schaller Preserve CDD - 2026 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	GR	02/05/2026	Confer with District Manager regarding assignment of Phase 1 construction contract, assignment materials for the same.	0.20	\$0.00	\$0.00
Service	GR	02/13/2026	Review updated bid schedule for Phase 1 construction contract, confer with S. Shapiro regarding the same.	0.30	\$310.00	\$93.00
Service	LG	02/18/2026	Propose revised language for site work contract.	0.30	\$385.00	\$115.50
Service	GR	02/18/2026	Review revisions to construction contract, update contract regarding the same, confer with S. Shapiro; review proposal for underground work, analyze District contract options for the same.	1.10	\$310.00	\$341.00
Service	JK	02/18/2026	Confer re: engineering scope/bid options for updated contract language	0.20	\$395.00	\$79.00
Service	GR	02/24/2026	Finalize Phase 1 construction contract and exhibits for the same, confer with S. Shapiro regarding the same; begin	1.10	\$310.00	\$341.00

preparing agreement for construction services with The Ditch Whisperer.						
Service	LG	02/27/2026	Review agreement for post arm design.	0.20	\$385.00	\$77.00
Service	GR	02/27/2026	Prepare agreement with VIBEngineering for mast arm post-design work, confer with District Manager regarding the same; complete preparing agreement for construction services with The Ditch Whisperer.	1.70	\$310.00	\$527.00
					<b>Total</b>	<b>\$1,573.50</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

the 1990s, the number of people aged 65 and over in the United States is projected to increase from 20 million to 35 million (U.S. Census Bureau 1996).

As the number of people aged 65 and over increases, the number of people aged 75 and over is also expected to increase. The number of people aged 75 and over in the United States is projected to increase from 10 million in 1990 to 15 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 75 and over increases, the number of people aged 85 and over is also expected to increase.

The number of people aged 85 and over in the United States is projected to increase from 3 million in 1990 to 5 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 85 and over increases, the number of people aged 95 and over is also expected to increase.

The number of people aged 95 and over in the United States is projected to increase from 1 million in 1990 to 2 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 95 and over increases, the number of people aged 100 and over is also expected to increase.

The number of people aged 100 and over in the United States is projected to increase from 0.5 million in 1990 to 1 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 100 and over increases, the number of people aged 105 and over is also expected to increase.

The number of people aged 105 and over in the United States is projected to increase from 0.2 million in 1990 to 0.5 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 105 and over increases, the number of people aged 110 and over is also expected to increase.

The number of people aged 110 and over in the United States is projected to increase from 0.1 million in 1990 to 0.2 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 110 and over increases, the number of people aged 115 and over is also expected to increase.

The number of people aged 115 and over in the United States is projected to increase from 0.05 million in 1990 to 0.1 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 115 and over increases, the number of people aged 120 and over is also expected to increase.

The number of people aged 120 and over in the United States is projected to increase from 0.02 million in 1990 to 0.05 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 120 and over increases, the number of people aged 125 and over is also expected to increase.

The number of people aged 125 and over in the United States is projected to increase from 0.01 million in 1990 to 0.02 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 125 and over increases, the number of people aged 130 and over is also expected to increase.

The number of people aged 130 and over in the United States is projected to increase from 0.005 million in 1990 to 0.01 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 130 and over increases, the number of people aged 135 and over is also expected to increase.

The number of people aged 135 and over in the United States is projected to increase from 0.002 million in 1990 to 0.005 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 135 and over increases, the number of people aged 140 and over is also expected to increase.

The number of people aged 140 and over in the United States is projected to increase from 0.001 million in 1990 to 0.002 million in 2010 (U.S. Census Bureau 1996).

As the number of people aged 140 and over increases, the number of people aged 145 and over is also expected to increase.

The number of people aged 145 and over in the United States is projected to increase from 0.0005 million in 1990 to 0.001 million in 2010 (U.S. Census Bureau 1996).

**REQUISITION**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026  
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Schaller Preserve Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of March 1, 2026, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2026 (collectively, the "Series 2026 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2026 Indenture):

- (A) Requisition Number: 3
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Kilinski Van Wyk PLLC
- (D) Amount Payable: \$1,377.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 14712 - Construction Services for Mar 2026
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,
- 2. each disbursement set forth above is a proper charge against the:  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*; and
- 3. each disbursement set forth above was incurred in connection with:  
the Costs of the Assessment Area One Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 5/6/26

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

The undersigned Consulting Engineer hereby certifies that this disbursement from the Series 2026 Acquisition and Construction Account is for a Cost of the Assessment Area One Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area One Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area One Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

  
Consulting Engineer

Date: 04.28.2026



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Schaller Preserve CDD  
219 E. Livingston Street  
Orlando, FL 32801

## INVOICE

Invoice # 14712  
Date: 04/20/2026  
Due On: 05/20/2026

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$4,690.50	+ \$1,377.50	) - ( \$0.00	) = <b>\$6,068.00</b>

### SCHPCDD-105

#### Schaller Preserve CDD - 2026 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	LG	03/04/2026	Review and revise Ditch Whisperer contract.	0.30	\$385.00	\$115.50
Service	GR	03/05/2026	Confer with S. Shapiro regarding agreement with The Ditch Whisperer, confirmation of materials for the same.	0.30	\$310.00	\$93.00
Service	LG	03/09/2026	Finalize construction management agreement.	0.40	\$385.00	\$154.00
Service	GR	03/09/2026	Review executed construction contract, update assignment package regarding the same.	0.70	\$310.00	\$217.00
Service	GR	03/13/2026	Prepare Notice of Commencement for Phase 1 construction.	0.40	\$310.00	\$124.00
Service	GR	03/17/2026	Confer with S. Shapiro regarding materials for agreement with The Ditch Whisperer.	0.20	\$310.00	\$62.00
Service	GR	03/18/2026	Revise agreement with The Ditch Whisperer regarding exhibits, direct purchase of materials.	0.40	\$310.00	\$124.00

Service	CD	03/18/2026	Compile final executed Project Support Agreement, Assignment of Construction Contract, and Assignment of FY 26 Funding Agreement pursuant to email from District Staff.	0.40	\$215.00	\$86.00
Service	GR	03/19/2026	Review recorded Temporary Construction and Access Easement Agreement.	0.10	\$310.00	\$31.00
Service	LG	03/20/2026	Review updated Ditch Whisperer agreement and NOC for site work.	0.40	\$385.00	\$154.00
Service	GR	03/25/2026	Confer with District Manager regarding updated assignment package for Phase 1 construction contract.	0.10	\$310.00	\$31.00
Service	GR	03/26/2026	Confer with District Management regarding assignment package for Phase 1 construction contract.	0.30	\$310.00	\$93.00
Service	GR	03/30/2026	Confer with District Management, Tucker Paving regarding assignment of Phase 1 construction contract.	0.30	\$310.00	\$93.00
					<b>Total</b>	<b>\$1,377.50</b>

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a vision of a new mental health system, which will be based on the following principles:

- (i) People with mental health problems should be treated as individuals, with their own needs and wishes.
- (ii) People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- (iii) People with mental health problems should be given the opportunity to live as fully as possible in their own homes and communities.

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**REQUISITION**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026  
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Schaller Preserve Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of March 1, 2026, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2026 (collectively, the "Series 2026 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2026 Indenture):

- (A) Requisition Number: 4
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Tucker Paving, Inc.
- (D) Amount Payable: \$193,651.39
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Pay Application # 1 period thru 4/30/26
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

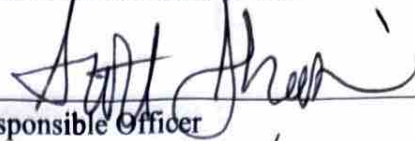
- 1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,
- 2. each disbursement set forth above is a proper charge against the:  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*; and
- 3. each disbursement set forth above was incurred in connection with:  
the Costs of the Assessment Area One Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

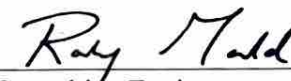
**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 5/14/26

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

The undersigned Consulting Engineer hereby certifies that this disbursement from the Series 2026 Acquisition and Construction Account is for a Cost of the Assessment Area One Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area One Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area One Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

  
Consulting Engineer

Date: 5.8.2026

# AIA® Document G702™ – 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> LENNAR HOMES, LLC 6675 WESTWOOD BLVD 5TH FLOOR ORLANDO, FL 32821	<b>PROJECT:</b> LENNAR: SCHALLER PRESERVE I	<b>APPLICATION NO:</b> 1 <b>PERIOD TO:</b> 4/30/2026 <b>CONTRACT FOR:</b> <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> 26-750 / /	<b>Distribution to:</b> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> Tucker Paving, Inc. 5658 Lucerne Park Road Winter Haven, FL 33881	<b>VIA ARCHITECT:</b>		

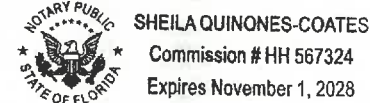
### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$	9,568,622.01
2. NET CHANGE BY CHANGE ORDERS .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	9,568,622.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$	203,843.57
<b>5. RETAINAGE:</b>		
a. <u>5.00</u> % of Completed Work (Columns D + E on G703)	\$	10,192.18
b. _____% of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$	10,192.18
6. TOTAL EARNED LESS RETAINAGE .....	\$	193,651.39
(Line 4 minus Line 5 Total)		0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	_____
(Line 6 from prior Certificate)		193,651.39
8. CURRENT PAYMENT DUE .....	\$	_____
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$	9,374,970.62
(Line 3 minus Line 6)		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Tucker Paving, Inc.  
 By: [Signature] Date: 4/29/24  
 State of: Florida  
 County of: Polk  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
 Notary Public: [Signature]  
 My commission expires: 11/01/2026



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 193,651.39  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

~~ARCHITECT:~~  
 By: ENG. [Signature] Date: 05.08.2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# AIA

## Document G703™ - 1992

### Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1  
 APPLICATION DATE: 4/30/2026  
 PERIOD TO: 4/30/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	GENERAL CONDITIONS								
2	Mobilization	38,752.50		9,688.13		9,688.13	25.00	29,064.37	484.41
3	Maintenance Of Traffic	1,829.06						1,829.06	
4	Construction Layout	295,355.69		20,674.90		20,674.90	7.00	274,680.79	1,033.75
5	Soil Testing	55,842.78						55,842.78	
6	Pay & Perform Bond	93,786.34		93,786.34		93,786.34	100.00		4,689.32
7	EROISON CONTROL								
8	Type III Silt Fence Double	55,632.39						55,632.39	
9	Type III Silt Fence Single	7,694.28		7,694.28		7,694.28	100.00		384.71
10	Temp Const Entrance	9,006.51		3,002.17		3,002.17	33.33	6,004.34	150.11
11	Inlet Protection	3,289.70						3,289.70	
12	SWPPP Monitoring	11,184.93		1,118.49		1,118.49	10.00	10,066.44	55.92
13	ASPHALT & BASE								
14	12" Stabilized Sub	152,856.48						152,856.48	
15	6" Limerock Base	260,720.16						260,720.16	
16	1.5" SP-9.5 Asphalt Pave	302,281.59						302,281.59	
17	Concrete								
18	Type D Curb	8,283.63						8,283.63	
19	Type F Curb	13,356.90						13,356.90	
20	Miami Curb	244,398.70						244,398.70	
21	2" Transition Curb	206.55						206.55	
22	Mail Kiosk Pad	10,141.56						10,141.56	
23	4' Onsite Concrete Side	18,393.54						18,393.54	
24	4' Concrete Side	8,490.60						8,490.60	
25	ADA Handicap Ramp	23,905.60						23,905.60	
	GRAND TOTAL								

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G703™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1  
 APPLICATION DATE: 4/30/2026  
 PERIOD TO: 4/30/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD				
26	Striping and Signage							
27	EA), Handicap Signs F&I	3,322.84				3,322.84		
28	Signing & Striping R1-1 30	36,798.23				36,798.23		
29	STORM SYSTEM							
30	19" X 30" ERCP Pipe	56,314.96				56,314.96		
31	14" X 23" ERCP Pipe	2,888.86				2,888.86		
32	42" ADS HP Storm Pipe	94,088.16				94,088.16		
33	36" ADS HP Storm Pipe	145,789.18				145,789.18		
34	30" ADS HP Storm Pipe	150,255.14				150,255.14		
35	24" ADS HP Storm Pipe	194,930.40				194,930.40		
36	18" ADS Storm Pipe	105,801.24				105,801.24		
37	72" W X 24" H Box Culvert	861,167.70				861,167.70		
38	14" X 23" Single Headwall	6,523.76				6,523.76		
39	19" X 30" Double Headwall	58,361.28				58,361.28		
40	42" Concrete U Endwall	9,712.77				9,712.77		
41	36" Concrete U Endwall	19,000.80				19,000.80		
42	24" Concrete U Endwall	21,376.14				21,376.14		
43	18" Concrete U Endwall	11,547.40				11,547.40		
44	Type J-8 Storm Manhole	35,038.96				35,038.96		
45	Type P-8 Storm Manhole	34,061.40				34,061.40		
46	Type D Inlet	114,682.26				114,682.26		
47	Type F Inlet	12,544.20				12,544.20		
48	Type V Inlet	87,363.77				87,363.77		
49	Type 6 Curb Inlet	226,476.08				226,476.08		
50	Type C Inlet	12,868.26				12,868.26		
GRAND TOTAL								

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APPLICATION NO: 1  
 APPLICATION DATE: 4/30/2026  
 PERIOD TO: 4/30/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H % <i>(G ÷ C)</i>	I BALANCE TO FINISH <i>(C - G)</i>	J RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>							
51	Rip Rap Area @ MES	12,771.78							12,771.78	
52	Rip Rap Rubble @ Spreader	87,174.07							87,174.07	
53	Dewater Storm Install	264,772.79							264,772.79	
54	Light Clean & Video	53,430.95							53,430.95	
55	SANITARY SYSTEM									
56	8" DR26 Sanitary Pipe	230,700.16							230,700.16	
57	12" Steel Casing Jack & Bore	38,140.41							38,140.41	
58	4' Sanitary Manhole 0-6'	55,942.80							55,942.80	
59	4' Sanitary Manhole 6-8'	72,883.08							72,883.08	
60	4' Sanitary Manhole 8-10'	46,437.95							46,437.95	
61	4' Sanitary Manhole 10-12'	25,008.57							25,008.57	
62	4' Sanitary Manhole 12-14'	26,209.58							26,209.58	
63	4' Sanitary Manhole 14-16'	12,847.37							12,847.37	
64	4' Sanitary Manhole 14-16'	12,350.35							12,350.35	
65	Single Sanitary Service	53,588.08							53,588.08	
66	Double Sanitary Service	164,664.36							164,664.36	
67	8" X 6" Cleanout Terminal	2,309.94							2,309.94	
68	8" Cleanout Assembly End	769.98							769.98	
69	Dewatering Sanitary Install	175,142.16							175,142.16	
70	TV & Air Testing	43,500.93							43,500.93	
71	FORCEMAIN & LIFT STAT									
72	Lift Station (Public)	363,926.38							363,926.38	
73	12" Steel Casing Jack & Bore	39,498.60							39,498.60	
74	6" DR18 Green Forcemain Pipe	83,282.32							83,282.32	
75	6" M.I.45 Band	8,083.10							8,083.10	
GRAND TOTAL										

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APPLICATION NO: 1  
 APPLICATION DATE: 4/30/2026  
 PERIOD TO: 4/30/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
76	6" MJ 11.25 Bend	3,624.90					3,624.90	
77	ARV Valve/Box/Tag W/Nault	8,454.86					8,454.86	
78	Pressure Testing - Force Main	2,763.33					2,763.33	
79	POTABLE WATER SYSTEM							
80	12" Wet Tap W/Valve/Box/Tag	9,646.54					9,646.54	
81	6" Wet Tap W/Valve/Box/Tag	3,588.64					3,588.64	
82	Temp Backflow Assemb	3,069.74					3,069.74	
83	18" Steel Casing Jack & Bore	85,107.60					85,107.60	
84	10" DR18 Water Pipe	55,915.08					55,915.08	
85	8" DR18 Water Pipe	141,537.40					141,537.40	
86	6" DR18 Water Pipe	70,027.10					70,027.10	
87	6" SCH40 Water Pipe	1,734.71					1,734.71	
88	4" DR18 Water Pipe	19,428.36					19,428.36	
89	2" SCH40 Water Pipe	7,117.94					7,117.94	
90	10" MJ Tee	1,618.27					1,618.27	
91	10" MJ 90 Bend	2,032.52					2,032.52	
92	10" MJ 11.25 Bend	4,128.60					4,128.60	
93	10" X 8" MJ Tee	2,884.48					2,884.48	
94	10" X 8" MJ Reducer	2,433.90					2,433.90	
95	10" MJ 45 Bend	8,497.44					8,497.44	
96	8" MJ Tee	7,810.96					7,810.96	
97	8" MJ 45 Bends	16,315.44					16,315.44	
98	8" X 4" MJ Tee	822.27					822.27	
99	8" X 6" MJ Reducer	706.41					706.41	
100	8" X 4" MJ Reducer	1,139.94					1,139.94	
GRAND TOTAL								

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APPLICATION NO: **I**  
 APPLICATION DATE: 4/30/2026  
 PERIOD TO: 4/30/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
101	8" MJ Plug	978.58						978.58	
102	6" MJ Tee	1,702.68						1,702.68	
103	6" MJ 45 Bend	10,043.76						10,043.76	
104	6" MJ Plug	578.32						578.32	
105	4" MJ 45 Bend	6,894.34						6,894.34	
106	4" MJ 22.5 Bend	553.96						553.96	
107	8" MJ Gate Valve W/Box/Tag	45,202.68						45,202.68	
108	6" MJ Gate Valve W/Box/Tag	15,620.76						15,620.76	
109	2" MJ Gate Valve W/Box/Tag	751.35						751.35	
110	Sample Point	6,526.70						6,526.70	
111	3/4" Water Service	1,604.59						1,604.59	
112	Fire Hydrant Assembly	73,648.17						73,648.17	
113	Single Short Water Serv	26,372.49						26,372.49	
114	Single Long Water Serv	16,521.12						16,521.12	
115	Double Short Water Serv	53,578.04						53,578.04	
116	Double Long Water Serv	41,930.64						41,930.64	
117	2" Irrigation Service	6,800.61						6,800.61	
118	2" Irrigation Service	6,800.61						6,800.61	
119	Testing And Bactees	8,078.22						8,078.22	
120	Irrigation Sleeves	4,649.40						4,649.40	
121	4" SCH40 Irrigation Sleeves	4,649.40						4,649.40	
122	SITE CLEAR & Demo								
123	Disk Site & Tree Demo, Remove	617,084.15			67,879.26		67,879.26	549,204.89	3,393.96
124	Well Abandonment Allowance	20,000.00						20,000.00	
125	Earthwork								
GRAND TOTAL									

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APPLICATION NO: 1  
APPLICATION DATE: 4/30/2026  
PERIOD TO: 4/30/2026  
ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)							
126	Cut Out Proposed Areas	1,179,007.01							1,179,007.01	
127	Bahia Sod - Pond	304,308.72							304,308.72	
128	Seed & Mulch In Phase 1	60,859.45							60,859.45	
129	Seed & Mulch Phase 2	29,607.30							29,607.30	
130	Retaining Wall									
131	Stack Stone Retain	77,992.08							77,992.08	
132	SIMMONS LOOP ROAD SCOP									
133	Maintenance Of Traffic	175,117.34							175,117.34	
134	Sawcut & Match Existing	8,811.98							8,811.98	
135	1.25" Milling Remain Asphalt	24,236.91							24,236.91	
136	1.25" SP 9.5 Asphalt Overlay	22,015.95							22,015.95	
137	1.5" SP-12.5 Asphalt Widening	28,177.99							28,177.99	
138	12" Limerock Base For Asphalt	45,693.71							45,693.71	
139	6' Wide Stabilized Shoulder	12,655.75							12,655.75	
140	Type F Curb	15,812.55							15,812.55	
141	Flared End Of Curb	1,161.96							1,161.96	
142	5' Concrete Offsite Side 4"	86,682.96							86,682.96	
143	ADA Handi Ramp Type CR-E	8,367.03							8,367.03	
144	Gravily Wall W/Handrail	211,207.19							211,207.19	
145	Signing & Striping Offsite	26,120.77							26,120.77	
146	19" X 30" ERCP Pipe	6,463.08							6,463.08	
147	Type P-4 Curb Inlet	6,790.29							6,790.29	
148	Dewatering Storm Install	1,338.12							1,338.12	
149	Bahia Sod - ROW	20,107.28							20,107.28	
GRAND TOTAL										

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APPLICATION NO: 1  
APPLICATION DATE: 4/30/2026  
PERIOD TO: 4/30/2026  
ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (If variable rate)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
Totals									
	GRAND TOTAL	9,568,622.01		203,843.57		203,843.57	2.13	9,364,778.44	10,192.18

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26-750 Schaller Preserve  
UNIT PRICE SCHEDULE OF VALUES

Drawn # 1

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO. (Includes MBE Extension)	DESCRIPTION	SCHEDULED VALUE	QUANTITY	UNIT PRICE	PREVIOUSLY COMPLETED	COMPLETED THIS PERIOD (QUANTITY)	THIS PERIOD COSTS	MATERIALS PRESENTLY STORED	TOTAL STORED AND COMPLETED TO DATE	% COMPLETE	BALANCE TO FINISH	TOTAL RETAINAGE TO DATE
	<b>GENERAL CONDITIONS</b>	<b>\$485,566.37</b>			<b>\$0.00</b>		<b>\$124,149.36</b>		<b>\$124,149.36</b>	<b>26.40%</b>	<b>\$361,417.01</b>	<b>\$6,207.47</b>
2	Mobilization	\$38,752.50	1.000	\$38,752.50	\$0.00	0.25	\$9,688.13		\$9,688.13	25.00%	\$29,064.38	\$484.41
	Maintenance Of Traffic	\$1,829.06	1.000	\$1,829.06	\$0.00		\$0.00		\$0.00	0.00%	\$1,829.06	\$0.00
	Construction Layout & As-Builts - Phase 1	\$295,355.69	1.000	\$295,355.69	\$0.00	0.07	\$20,674.90		\$20,674.90	7.00%	\$274,680.79	\$1,033.74
3	Soil Testing - Phase 1	\$55,842.78	1.000	\$55,842.78	\$0.00		\$0.00		\$0.00	0.00%	\$55,842.78	\$0.00
4	Payment & Performance Bond	\$93,786.34	1.000	\$93,786.34	\$0.00	1.00	\$93,786.34		\$93,786.34	100.00%	\$0.00	\$4,689.32
5		<b>\$86,807.81</b>			<b>\$0.00</b>		<b>\$1,814.94</b>		<b>\$1,814.94</b>	<b>2.87%</b>	<b>\$74,992.87</b>	<b>\$590.75</b>
	<b>EROISON CONTROL</b>											
6	Type III Silt Fence - Double Row	\$55,632.39	21153.000	\$2.63	\$0.00		\$0.00		\$0.00	0.00%	\$55,632.39	\$0.00
7	Type III Silt Fence - Single Row	\$7,694.28	5829.000	\$1.32	\$0.00	5,829.00	\$7,694.28		\$7,694.28	100.00%	\$0.00	\$384.71
8	Temporary Construction Entrance - 15' X 25'	\$9,006.51	3.000	\$3002.17	\$0.00	1.00	\$3,002.17		\$3,002.17	33.33%	\$6,004.34	\$150.11
9	Inlet Protection W/ Filter	\$3,289.70	10.000	\$328.97	\$0.00		\$0.00		\$0.00	0.00%	\$3,289.70	\$0.00
10	SWPPP Monitoring	\$11,184.93	1.000	\$11,184.93	\$0.00	0.10	\$1,118.49		\$1,118.49	10.00%	\$10,066.44	\$55.92
11		<b>\$715,858.23</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>0.00%</b>	<b>\$715,858.23</b>	<b>\$0.00</b>
12	12" Stabilized Subgrade (LBR 40)	\$152,856.48	22512.000	\$6.79	\$0.00		\$0.00		\$0.00	0.00%	\$152,856.48	\$0.00
13	6" Limerock Base For Asphalt Pavement	\$260,720.16	18309.000	\$14.24	\$0.00		\$0.00		\$0.00	0.00%	\$260,720.16	\$0.00
14	1.5" SP-9.5 Asphalt Pavement	\$302,281.59	18309.000	\$16.51	\$0.00		\$0.00		\$0.00	0.00%	\$302,281.59	\$0.00
16		<b>\$327,177.08</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>0.00%</b>	<b>\$327,177.08</b>	<b>\$0.00</b>
	<b>Concrete</b>											
	Type D Curb	\$8,283.63	419.000	\$19.77	\$0.00		\$0.00		\$0.00	0.00%	\$8,283.63	\$0.00
	Type F Curb	\$13,356.90	582.000	\$22.95	\$0.00		\$0.00		\$0.00	0.00%	\$13,356.90	\$0.00
	Miami Curb	\$244,398.70	13910.000	\$17.57	\$0.00		\$0.00		\$0.00	0.00%	\$244,398.70	\$0.00
	2" Transition Curb	\$206.55	9.000	\$22.95	\$0.00		\$0.00		\$0.00	0.00%	\$206.55	\$0.00
	Mail Kiosk Pad	\$10,141.56	858.000	\$11.82	\$0.00		\$0.00		\$0.00	0.00%	\$10,141.56	\$0.00
	4' Onsite Concrete Sidewalk - 4" Thick	\$18,393.54	638.000	\$28.83	\$0.00		\$0.00		\$0.00	0.00%	\$18,393.54	\$0.00
	4' Concrete Sidewalk - 4" Thick @ Armenty Area	\$8,490.60	1060.000	\$8.01	\$0.00		\$0.00		\$0.00	0.00%	\$8,490.60	\$0.00
17	ADA Handicap Ramp Type CR-E-W/ Detectable Warning	\$23,905.60	20.000	\$1195.28	\$0.00		\$0.00		\$0.00	0.00%	\$23,905.60	\$0.00
18		<b>\$40,121.07</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>0.00%</b>	<b>\$40,121.07</b>	<b>\$0.00</b>
	<b>Striping and Signage</b>											
20	EAJ, Handicap Signs F&I (2 EA), Handicap Symbols Painted (2 EA), 6" White Paint (540 FT), Concrete Caf Stones F&I (2 EA), Terra Pilot (1 EA), 24" White Stone Bars, Thermoplastic (1 EA), Signing & Striping : R1-1 30" W/D3's F&I (16 EA), D3's F&I (1 EA), R2-1 25mph F&I (7 EA), OMD-1 F&I (11 EA), Terra Pilot (1 EA), 24" White Stone Bars, Thermoplastic (17 EA), 12" White Crosswalks	\$3,322.84	1.000	\$3322.84	\$0.00		\$0.00		\$0.00	0.00%	\$3,322.84	\$0.00
21		\$36,798.23	1.000	\$36798.23	\$0.00		\$0.00		\$0.00	0.00%	\$36,798.23	\$0.00
26		<b>\$2,678,942.31</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>0.00%</b>	<b>\$2,678,942.31</b>	<b>\$0.00</b>
	<b>STORM SYSTEM</b>											
27	19" X 30" ERCP Pipe	\$56,314.96	346.000	\$162.76	\$0.00		\$0.00		\$0.00	0.00%	\$56,314.96	\$0.00
28	14" X 23" ERCP Pipe	\$2,888.86	26.000	\$111.11	\$0.00		\$0.00		\$0.00	0.00%	\$2,888.86	\$0.00
29	42" ADS HP Storm Pipe	\$94,088.16	586.000	\$160.56	\$0.00		\$0.00		\$0.00	0.00%	\$94,088.16	\$0.00
30	36" ADS HP Storm Pipe	\$145,789.18	1114.000	\$130.87	\$0.00		\$0.00		\$0.00	0.00%	\$145,789.18	\$0.00
31	30" ADS HP Storm Pipe	\$150,255.14	1246.000	\$120.59	\$0.00		\$0.00		\$0.00	0.00%	\$150,255.14	\$0.00
32	24" ADS HP Storm Pipe	\$194,930.40	2264.000	\$86.10	\$0.00		\$0.00		\$0.00	0.00%	\$194,930.40	\$0.00
33	18" ADS Storm Pipe	\$105,801.24	1668.000	\$63.43	\$0.00		\$0.00		\$0.00	0.00%	\$105,801.24	\$0.00
34	72" W X 24" H Box Culvert *** Includes Wing Walls	\$861,167.70	729.000	\$1181.30	\$0.00		\$0.00		\$0.00	0.00%	\$861,167.70	\$0.00
35	14" X 23" Single Headwall	\$6,523.76	2.000	\$3261.88	\$0.00		\$0.00		\$0.00	0.00%	\$6,523.76	\$0.00
36	19" X 30" Double Headwall	\$58,361.28	16.000	\$3647.58	\$0.00		\$0.00		\$0.00	0.00%	\$58,361.28	\$0.00
37	42" Concrete U Endwall	\$9,712.77	1.000	\$9712.77	\$0.00		\$0.00		\$0.00	0.00%	\$9,712.77	\$0.00
38	36" Concrete U Endwall	\$19,000.80	3.000	\$6333.60	\$0.00		\$0.00		\$0.00	0.00%	\$19,000.80	\$0.00
39	24" Concrete U Endwall	\$21,376.14	6.000	\$3562.69	\$0.00		\$0.00		\$0.00	0.00%	\$21,376.14	\$0.00

26-750 Schaller Preserve

UNIT PRICE SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO. (Includes M&E Extension)	DESCRIPTION	SCHEDULED VALUE	QUANTITY	UNIT PRICE	WORK COMPLETED PREVIOUSLY COMPLETED	COMPLETED THIS PERIOD (QUANTITY)	THIS PERIOD COSTS	MATERIALS PRESENTLY STORED	TOTAL STORED AND COMPLETED TO DATE	% COMPLETE	BALANCE TO FINISH	TOTAL REFERENCE TO DATE
40	18" Concrete U Endwall	\$11,547.40	4.000	\$2886.85	\$0.00		\$0.00		\$0.00	0.00%	\$11,547.40	\$0.00
41	Type J-8 Storm Manhole	\$35,038.96	4.000	\$8759.74	\$0.00		\$0.00		\$0.00	0.00%	\$35,038.96	\$0.00
42	Type P-8 Storm Manhole	\$34,061.40	6.000	\$5676.90	\$0.00		\$0.00		\$0.00	0.00%	\$34,061.40	\$0.00
43	Type D Inlet	\$114,682.26	14.000	\$8191.59	\$0.00		\$0.00		\$0.00	0.00%	\$114,682.26	\$0.00
44	Type F Inlet	\$12,544.20	2.000	\$6272.10	\$0.00		\$0.00		\$0.00	0.00%	\$12,544.20	\$0.00
45	Type V Inlet	\$87,363.77	13.000	\$6720.29	\$0.00		\$0.00		\$0.00	0.00%	\$87,363.77	\$0.00
46	Type 6 Curb Inlet	\$226,476.08	31.000	\$7305.68	\$0.00		\$0.00		\$0.00	0.00%	\$226,476.08	\$0.00
47	Type C Inlet	\$12,868.26	2.000	\$6434.13	\$0.00		\$0.00		\$0.00	0.00%	\$12,868.26	\$0.00
48	Rip Rap Area @ MES	\$12,771.78	1294.000	\$9.87	\$0.00		\$0.00		\$0.00	0.00%	\$12,771.78	\$0.00
49	Rip Rap Rubble @ Spreader Swale	\$87,174.07	10541.000	\$8.27	\$0.00		\$0.00		\$0.00	0.00%	\$87,174.07	\$0.00
50	Dewatering Storm Installation	\$264,772.79	1.000	\$264772.79	\$0.00		\$0.00		\$0.00	0.00%	\$264,772.79	\$0.00
51	Light Clean & Video	\$53,430.95	1.000	\$53430.95	\$0.00		\$0.00		\$0.00	0.00%	\$53,430.95	\$0.00
53	<b>SANITARY SYSTEM</b>				<b>\$960,495.72</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>0.00%</b>	<b>\$960,495.72</b>	<b>\$0.00</b>
54	8" DR26 Sanitary Pipe	\$230,700.16	6464.000	\$35.69	\$0.00		\$0.00		\$0.00	0.00%	\$230,700.16	\$0.00
55	12" Steel Casing Jack & Bore	\$38,140.41	121.000	\$315.21	\$0.00		\$0.00		\$0.00	0.00%	\$38,140.41	\$0.00
56	4" Ø Sanitary Manhole 0-6'	\$55,942.80	8.000	\$6992.85	\$0.00		\$0.00		\$0.00	0.00%	\$55,942.80	\$0.00
57	4" Ø Sanitary Manhole 6-8'	\$72,883.08	9.000	\$8098.12	\$0.00		\$0.00		\$0.00	0.00%	\$72,883.08	\$0.00
58	4" Ø Sanitary Manhole 8-10'	\$46,437.95	5.000	\$9287.59	\$0.00		\$0.00		\$0.00	0.00%	\$46,437.95	\$0.00
59	4" Ø Sanitary Manhole 10-12'	\$25,008.57	3.000	\$8336.19	\$0.00		\$0.00		\$0.00	0.00%	\$25,008.57	\$0.00
60	4" Ø Sanitary Manhole 12-14'	\$26,209.58	2.000	\$13104.79	\$0.00		\$0.00		\$0.00	0.00%	\$26,209.58	\$0.00
	4" Ø Sanitary Manhole 14-16'	\$12,847.37	1.000	\$12847.37	\$0.00		\$0.00		\$0.00	0.00%	\$12,847.37	\$0.00
61	4" Ø Sanitary Manhole 14-16' 8in Walls AGRU	\$12,350.35	1.000	\$12350.35	\$0.00		\$0.00		\$0.00	0.00%	\$12,350.35	\$0.00
	Single Sanitary Service (Auburndale)	\$53,588.08	56.000	\$956.93	\$0.00		\$0.00		\$0.00	0.00%	\$53,588.08	\$0.00
	Double Sanitary Service (Auburndale)	\$164,664.36	84.000	\$1960.29	\$0.00		\$0.00		\$0.00	0.00%	\$164,664.36	\$0.00
	8" X 6" Cleanout Terminal	\$2,309.94	3.000	\$769.98	\$0.00		\$0.00		\$0.00	0.00%	\$2,309.94	\$0.00
62	8" Cleanout Assembly End Line	\$769.98	1.000	\$769.98	\$0.00		\$0.00		\$0.00	0.00%	\$769.98	\$0.00
63	Dewatering Sanitary Installation	\$175,142.16	1.000	\$175142.16	\$0.00		\$0.00		\$0.00	0.00%	\$175,142.16	\$0.00
64	TV And Air Testing - Crawly Line	\$43,500.93	1.000	\$43500.93	\$0.00		\$0.00		\$0.00	0.00%	\$43,500.93	\$0.00
65	<b>FORCEMAIN &amp; LIFT STATION SYSTEM</b>				<b>\$509,633.49</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>0.00%</b>	<b>\$509,633.49</b>	<b>\$0.00</b>
66	Lift Station (Public) - 8" Diameter Wet Well, Valve Box (2 EA) 25 HP - 3 Phase - 230V Pumps, 4" Concrete Pad, 6" DriveShaft & Turb Around, 6" Black Chain Link Fence & Gates W/ Road Lock, Washdown	\$363,926.38	1.000	\$363926.38	\$0.00		\$0.00		\$0.00	0.00%	\$363,926.38	\$0.00
67	12" Steel Casing Jack & Bore	\$39,498.60	60.000	\$658.31	\$0.00		\$0.00		\$0.00	0.00%	\$39,498.60	\$0.00
68	6" DR18 Green Foremain Pipe	\$83,282.32	1672.000	\$49.81	\$0.00		\$0.00		\$0.00	0.00%	\$83,282.32	\$0.00
	6" MJ 45 Bend	\$8,083.10	10.000	\$808.31	\$0.00		\$0.00		\$0.00	0.00%	\$8,083.10	\$0.00
	6" MJ 11.25 Bend	\$3,624.90	5.000	\$724.98	\$0.00		\$0.00		\$0.00	0.00%	\$3,624.90	\$0.00
69	ARV Valve/Box/Tag W/Vault	\$8,454.86	1.000	\$8454.86	\$0.00		\$0.00		\$0.00	0.00%	\$8,454.86	\$0.00
70	Pressure Testing - Force Main	\$2,763.33	1.000	\$2763.33	\$0.00		\$0.00		\$0.00	0.00%	\$2,763.33	\$0.00
71	<b>POTABLE WATER SYSTEM</b>				<b>\$769,750.96</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>0.00%</b>	<b>\$769,750.96</b>	<b>\$0.00</b>
	12" Wet Tap W/ Valve/Box/Tag	\$9,646.54	1.000	\$9646.54	\$0.00		\$0.00		\$0.00	0.00%	\$9,646.54	\$0.00
	6" Wet Tap W/ Valve/Box/Tag	\$3,588.64	1.000	\$3588.64	\$0.00		\$0.00		\$0.00	0.00%	\$3,588.64	\$0.00
	Temporary Backflow Assembly - Jumper	\$3,069.74	1.000	\$3069.74	\$0.00		\$0.00		\$0.00	0.00%	\$3,069.74	\$0.00
	18" Steel Casing Jack & Bore	\$85,107.60	120.000	\$709.23	\$0.00		\$0.00		\$0.00	0.00%	\$85,107.60	\$0.00

26-750 Schaller Preserve

UNIT PRICE SCHEDULE OF VALUES

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO. (Includes MBE Exclusion)	DESCRIPTION	SCHEDULED VALUE	QUANTITY	UNIT PRICE	WORK COMPLETED	COMPLETED THIS PERIOD (QUANTITY)	THIS PERIOD COSTS	MATERIALS PRESENTLY STORED	TOTAL STORED AND COMPLETED TO DATE	% COMPLETE	BALANCE TO FINISH	TOTAL RETAINAGE TO DATE
	10" DRI 8 Water Pipe	\$55,915.08	876.000	\$63.83	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$55,915.08	\$0.00
	6" DRI 8 Water Pipe	\$141,537.40	3335.000	\$42.44	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$141,537.40	\$0.00
	6" DRI 8 Water Pipe	\$70,027.10	2158.000	\$32.45	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$70,027.10	\$0.00
	6" SCH40 Water Pipe	\$1,734.71	41.000	\$42.31	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$1,734.71	\$0.00
	4" DRI 8 Water Pipe	\$19,428.36	916.000	\$21.21	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$19,428.36	\$0.00
	2" SCH40 Water Pipe *Irrigation Service	\$7,117.94	479.000	\$14.86	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$7,117.94	\$0.00
	10" MJ Tee	\$1,618.27	1.000	\$1618.27	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$1,618.27	\$0.00
	10" MJ 90 Bend	\$2,032.52	2.000	\$1016.26	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$2,032.52	\$0.00
	10" MJ 1.25 Bend	\$4,128.60	6.000	\$688.10	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$4,128.60	\$0.00
	10" X 8" MJ Tee	\$2,884.48	2.000	\$1442.24	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$2,884.48	\$0.00
	10" X 8" MJ Reducer	\$2,433.90	3.000	\$811.30	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$2,433.90	\$0.00
	10" MJ 45 Bend	\$8,497.44	8.000	\$1062.18	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$8,497.44	\$0.00
	8" MJ Tee	\$7,810.96	8.000	\$976.37	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$7,810.96	\$0.00
	8" MJ 45 Bends	\$16,315.44	24.000	\$679.81	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$16,315.44	\$0.00
	8" X 4" MJ Tee	\$822.27	1.000	\$822.27	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$822.27	\$0.00
	8" X 6" MJ Reducer	\$706.41	1.000	\$706.41	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$706.41	\$0.00
	8" X 4" MJ Reducer	\$1,139.94	2.000	\$569.97	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$1,139.94	\$0.00
	8" MJ Plug	\$978.58	2.000	\$489.29	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$978.58	\$0.00
	6" MJ Tee	\$1,702.68	2.000	\$851.34	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$1,702.68	\$0.00
	6" MJ 45 Bend	\$10,043.76	24.000	\$418.49	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$10,043.76	\$0.00
	6" MJ Plug	\$578.32	2.000	\$289.16	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$578.32	\$0.00
	4" MJ 45 Bend	\$6,894.34	19.000	\$362.86	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$6,894.34	\$0.00
	4" MJ 22.5 Bend	\$553.96	2.000	\$276.98	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$553.96	\$0.00
	8" MJ Gate Valve W/Box/Tag	\$45,202.68	18.000	\$2511.26	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$45,202.68	\$0.00
	6" MJ Gate Valve W/Box/Tag	\$15,620.76	9.000	\$1735.64	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$15,620.76	\$0.00
	2" MJ Gate Valve W/Box/Tag	\$751.35	1.000	\$751.35	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$751.35	\$0.00
	Sample Point	\$6,526.70	10.000	\$652.67	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$6,526.70	\$0.00
	3/4" Water Service (Trash Enclosure Wash Service)	\$1,604.59	1.000	\$1604.59	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$1,604.59	\$0.00
	Fire Hydrant Assembly - 8" X 6"	\$73,648.17	9.000	\$8183.13	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$73,648.17	\$0.00
	Single Short Water Service (Auburndale)	\$26,372.49	23.000	\$1146.63	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$26,372.49	\$0.00
	Single Long Water Service (Auburndale)	\$16,521.12	14.000	\$1180.08	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$16,521.12	\$0.00
	Double Short Water Service (Auburndale)	\$53,578.04	46.000	\$1164.74	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$53,578.04	\$0.00
	Double Long Water Service (Auburndale)	\$41,930.64	36.000	\$1164.74	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$41,930.64	\$0.00
	2" Irrigation Service W/Backflow Preventer *For Irrigation Service	\$6,800.61	1.000	\$6800.61	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$6,800.61	\$0.00
	2" Irrigation Service W/Backflow Preventer *To Amenity Hose	\$6,800.61	1.000	\$6800.61	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$6,800.61	\$0.00
	Testing And Bactees	\$8,078.22	1.000	\$8078.22	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$8,078.22	\$0.00
	Irrigation Sleeves	\$4,649.40			\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$4,649.40	\$0.00
	4" SCH40 Irrigation Sleeves	\$4,649.40	270.000	\$17.22	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$4,649.40	\$0.00
	<b>SITE CLEARING and Demolition</b>	<b>\$637,084.15</b>			<b>\$0.00</b>		<b>\$67,879.26</b>	<b>\$67,879.26</b>	<b>\$67,879.26</b>	<b>5.50%</b>	<b>\$569,204.89</b>	<b>\$3,393.96</b>
104	Dist. Site (170 Acres) & Tree Demo, Remove Existing Fence & Gates (2,084 FT), Remove Existing Building/ Structure (Including Foundation And Utilities) (1,598 SF), Remove Existing Concrete Pavement (6,104 SQ YD), Remove Existing Detention/Retention Structures (2 EA)	\$617,084.15	1.000	\$617084.15	\$0.00	0.11	\$67,879.26	\$67,879.26	\$67,879.26	11.00%	\$549,204.89	\$3,393.96
106	Well Abandonment Allowance	\$20,000.00	1.000	\$20000.00	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00

**26-750 Schaller Preserve  
UNIT PRICE SCHEDULE OF VALUES**

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO. (Includes MBE Exclusion)	DESCRIPTION	SCHEDULED VALUE	QUANTITY	UNIT PRICE	WORK PREVIOUSLY COMPLETED	COMPLETED THIS PERIOD (QUANTITY)	THIS PERIOD COSTS	MATERIALS PRESENTLY STORED	TOTAL STORED (AND COMPLETED) TO DATE	% COMPLETE	BALANCE TO FINISH	TOTAL RETAINAGE TO DATE
108	Earthwork	\$1,573,782.48			\$0.00		\$0.00		\$0.00	0.00%	\$1,573,782.48	\$0.00
	Cut Out Proposed Areas Using Cut Of Materials Placed And Compacted As Needed And Final Grade At These Scopes Completion For Phase 1. Mass Grade Phase 2. Site Is To Balance.	\$1,179,007.01	1.000	\$1179007.01	\$0.00		\$0.00		\$0.00	0.00%	\$1,179,007.01	\$0.00
	Bahia Sod - Pond Slopes, Side Slopes, & ROW	\$304,308.72	102807.000	\$2.96	\$0.00		\$0.00		\$0.00	0.00%	\$304,308.72	\$0.00
109	Seed & Mulch - Disturbed Areas In Phase 1	\$60,859.45	37.000	\$1644.85	\$0.00		\$0.00		\$0.00	0.00%	\$60,859.45	\$0.00
110	Seed & Mulch - Disturbed Areas In Phase 2	\$29,607.30	18.000	\$1644.85	\$0.00		\$0.00		\$0.00	0.00%	\$29,607.30	\$0.00
111	Retaining Wall	\$77,992.08			\$0.00		\$0.00		\$0.00	0.00%	\$77,992.08	\$0.00
112	Stack Stone Retaining Wall W/ Handrail	\$77,992.08	852.000	\$91.54	\$0.00		\$0.00		\$0.00	0.00%	\$77,992.08	\$0.00
113	Saddle Creek	\$700,760.86			\$0.00		\$0.00		\$0.00	0.00%	\$700,760.86	\$0.00
114	Maintenance Of Traffic	\$175,117.34	1.000	\$175117.34	\$0.00		\$0.00		\$0.00	0.00%	\$175,117.34	\$0.00
115	Sawcut & Match Existing Asphalt	\$8,811.98	1186.000	\$7.43	\$0.00		\$0.00		\$0.00	0.00%	\$8,811.98	\$0.00
116	1.25" Milling Remaining Asphalt To The Edge Line	\$24,236.91	1367.000	\$17.73	\$0.00		\$0.00		\$0.00	0.00%	\$24,236.91	\$0.00
117	1.25" SP 9.5 Asphalt Overlay	\$22,015.95	1213.000	\$18.15	\$0.00		\$0.00		\$0.00	0.00%	\$22,015.95	\$0.00
118	1.5" SP-12.5 Asphalt Widening	\$28,177.99	1213.000	\$23.23	\$0.00		\$0.00		\$0.00	0.00%	\$28,177.99	\$0.00
119	12" Limerock Base For Asphalt Widening	\$45,693.71	1213.000	\$37.67	\$0.00		\$0.00		\$0.00	0.00%	\$45,693.71	\$0.00
120	6' Wide Stabilized Shoulder	\$12,655.75	713.000	\$17.75	\$0.00		\$0.00		\$0.00	0.00%	\$12,655.75	\$0.00
121	Type F Curb	\$15,812.55	689.000	\$22.95	\$0.00		\$0.00		\$0.00	0.00%	\$15,812.55	\$0.00
122	Flared End Of Curb	\$1,161.96	4.000	\$290.49	\$0.00		\$0.00		\$0.00	0.00%	\$1,161.96	\$0.00
123	5' Concrete Offsite Sidewalk - 4"	\$86,682.96	2846.000	\$32.76	\$0.00		\$0.00		\$0.00	0.00%	\$86,682.96	\$0.00
124	ADA Handicap Ramp Type CR-E *W/ Detectable Warning	\$8,367.03	7.000	\$1195.29	\$0.00		\$0.00		\$0.00	0.00%	\$8,367.03	\$0.00
125	Gravity Wall W/Handrail	\$211,207.19	571.000	\$369.89	\$0.00		\$0.00		\$0.00	0.00%	\$211,207.19	\$0.00
126	Signing & Striping - Offsite : Hydroblasting -6" Yellow (2170 FT) -18" Yellow (125 FT), Emergency Vehicles Only Signs F&I (2 EA), R7-2 F&I (2EA), OMA-1 F&I (5 EA), Temp Paint (1 LS), 6" White Thermoblastic (1,200 FT), 6" Yellow Thermoblastic (2,080 FT), 18" Yellow Thermoblastic (180 FT).	\$26,120.77	1.000	\$26120.77	\$0.00		\$0.00		\$0.00	0.00%	\$26,120.77	\$0.00
127	19" X 30" ERCP Pipe	\$6,463.08	36.000	\$179.53	\$0.00		\$0.00		\$0.00	0.00%	\$6,463.08	\$0.00
128	Type P-4 Curb Inlet - Doghouse	\$6,790.29	1.000	\$6790.29	\$0.00		\$0.00		\$0.00	0.00%	\$6,790.29	\$0.00
129	Dewatering Storm Installation	\$1,338.12	1.000	\$1338.12	\$0.00		\$0.00		\$0.00	0.00%	\$1,338.12	\$0.00
130	Bahia Sod - ROW	\$20,107.28	6793.000	\$2.96	\$0.00		\$0.00		\$0.00	0.00%	\$20,107.28	\$0.00
<b>TOTALS</b>	<b>Project Totals</b>	<b>\$9,568,622.01</b>			<b>\$0.00</b>		<b>\$203,843.56</b>		<b>\$203,843.56</b>	<b>4.04%</b>	<b>\$9,364,778.45</b>	<b>\$10,192.18</b>

the 1990s, the number of people aged 65 and over in the United States is projected to increase from 20 million to 35 million (U.S. Census Bureau 1996).

As the number of people aged 65 and over increases, the number of people aged 75 and over is also expected to increase. The number of people aged 75 and over in the United States is projected to increase from 10 million in 1990 to 15 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 75 and over increases, the number of people aged 85 and over is also expected to increase.

The number of people aged 85 and over in the United States is projected to increase from 3 million in 1990 to 5 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 85 and over increases, the number of people aged 95 and over is also expected to increase.

The number of people aged 95 and over in the United States is projected to increase from 1 million in 1990 to 2 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 95 and over increases, the number of people aged 100 and over is also expected to increase.

The number of people aged 100 and over in the United States is projected to increase from 0.5 million in 1990 to 1 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 100 and over increases, the number of people aged 105 and over is also expected to increase.

The number of people aged 105 and over in the United States is projected to increase from 0.2 million in 1990 to 0.5 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 105 and over increases, the number of people aged 110 and over is also expected to increase.

The number of people aged 110 and over in the United States is projected to increase from 0.1 million in 1990 to 0.2 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 110 and over increases, the number of people aged 115 and over is also expected to increase.

The number of people aged 115 and over in the United States is projected to increase from 0.05 million in 1990 to 0.1 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 115 and over increases, the number of people aged 120 and over is also expected to increase.

The number of people aged 120 and over in the United States is projected to increase from 0.02 million in 1990 to 0.05 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 120 and over increases, the number of people aged 125 and over is also expected to increase.

The number of people aged 125 and over in the United States is projected to increase from 0.01 million in 1990 to 0.02 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 125 and over increases, the number of people aged 130 and over is also expected to increase.

The number of people aged 130 and over in the United States is projected to increase from 0.005 million in 1990 to 0.01 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 130 and over increases, the number of people aged 135 and over is also expected to increase.

The number of people aged 135 and over in the United States is projected to increase from 0.002 million in 1990 to 0.005 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 135 and over increases, the number of people aged 140 and over is also expected to increase.

The number of people aged 140 and over in the United States is projected to increase from 0.001 million in 1990 to 0.002 million in 2000 (U.S. Census Bureau 1996).

As the number of people aged 140 and over increases, the number of people aged 145 and over is also expected to increase.

The number of people aged 145 and over in the United States is projected to increase from 0.0005 million in 1990 to 0.001 million in 2000 (U.S. Census Bureau 1996).

**REQUISITION**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026  
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Schaller Preserve Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of March 1, 2026, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2026 (collectively, the "Series 2026 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2026 Indenture):

- (A) Requisition Number: 5
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Kilinski Van Wyk PLLC
- (D) Amount Payable: \$487.50
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 14984 - Construction Services for Apr 2026
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,
- 2. each disbursement set forth above is a proper charge against the:  
  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*; and
- 3. each disbursement set forth above was incurred in connection with:  
  
the Costs of the Assessment Area One Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

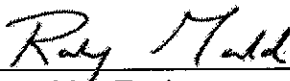
**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 05/17/26

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

The undersigned Consulting Engineer hereby certifies that this disbursement from the Series 2026 Acquisition and Construction Account is for a Cost of the Assessment Area One Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area One Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area One Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

  
Consulting Engineer

Date: 05.19.2026



KILINSKI | VAN WYK

# Kilinski | Van Wyk PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Schaller Preserve CDD  
219 E. Livingston Street  
Orlando, FL 32801

## INVOICE

Invoice # 14984  
Date: 05/15/2026  
Due On: 06/14/2026

### Statement of Account

Outstanding Balance	New Charges	Payments Received	<b>Total Amount Outstanding</b>
( \$6,068.00	+ \$487.50	) - ( \$0.00	) = <b>\$6,555.50</b>

### SCHPCDD-105

#### Schaller Preserve CDD - 2026 Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	GR	04/03/2026	Confer with S. Shapiro regarding agreement for construction services with The Ditch Whisperer.	0.10	\$310.00	\$31.00
Service	GR	04/07/2026	Confer with S. Shapiro regarding agreement for construction services with The Ditch Whisperer.	0.10	\$310.00	\$31.00
Service	GR	04/12/2026	Confer with S. Shapiro, Tucker Paving regarding assignment of Phase 1 construction contract, Notice of Commencement for the same.	0.20	\$310.00	\$62.00
Service	GR	04/28/2026	Confer with Tucker Paving regarding payment and performance bonds for Phase 1 construction contract.	0.10	\$310.00	\$31.00
Service	GR	04/29/2026	Review recorded payment and performance bonds for Phase 1 construction, update Notice of Commencement regarding the same.	0.40	\$310.00	\$124.00
Service	LG	04/29/2026	Review and revise notice of commencement.	0.30	\$385.00	\$115.50

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Service	GR	04/30/2026	Revise Notice of Commencement, confer with District Management regarding the same.	0.30	\$310.00	\$93.00
					<b>Total</b>	<b>\$487.50</b>

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Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

the 1990s, the number of people with a diagnosis of schizophrenia has increased in the United Kingdom (Meltzer and Pebody 1999).

There is a growing awareness of the need to improve the lives of people with mental health problems. The United Kingdom has a long history of psychiatric care, but the current emphasis is on the development of community mental health services, which are seen as a more humane and cost-effective way of providing care (Meltzer and Pebody 1999).

One of the main aims of community mental health services is to help people with mental health problems to live as independently as possible. This often involves providing a range of services, such as housing, day care, and support groups. The aim is to help people to lead a more normal life, and to reduce the need for hospital care.

One of the challenges of community mental health services is to provide care that is both effective and cost-effective. This often involves working with a range of professionals, including psychiatrists, psychologists, nurses, and social workers. The aim is to provide a coordinated and integrated approach to care.

One of the key areas of research in community mental health services is the development of new treatments and interventions. This often involves working with people with mental health problems to develop new ways of providing care. The aim is to improve the lives of people with mental health problems, and to reduce the need for hospital care.

One of the main areas of research in community mental health services is the development of new treatments and interventions. This often involves working with people with mental health problems to develop new ways of providing care. The aim is to improve the lives of people with mental health problems, and to reduce the need for hospital care.

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**REQUISITION**

**SCHALLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2026  
(ASSESSMENT AREA ONE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Schaller Preserve Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank Trust Company, National Association, as trustee, dated as of March 1, 2026, as supplemented by that certain First Supplemental Trust Indenture dated as of March 1, 2026 (collectively, the "Series 2026 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2026 Indenture):

- (A) Requisition Number: 6
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of payee pursuant to Acquisition Agreement: Tucker Paving Inc.
- (D) Amount Payable: \$237,636.47
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Pay Application # 2 period thru 5/31/26
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*

The undersigned hereby certifies that:


- 1. obligations in the stated amount set forth above have been incurred by the District and have not previously been paid,
- 2. each disbursement set forth above is a proper charge against the:  
*Series 2026 Acquisition and Construction Account of the Acquisition and Construction Fund*; and
- 3. each disbursement set forth above was incurred in connection with:  
the Costs of the Assessment Area One Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

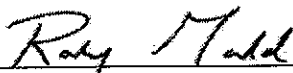
**SCHALLER PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 6/7/26

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

The undersigned Consulting Engineer hereby certifies that this disbursement from the Series 2026 Acquisition and Construction Account is for a Cost of the Assessment Area One Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area One Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition (a) the portion of the Assessment Area One Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area One Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

  
Consulting Engineer

Date: 06.11.2026

# AIA<sup>®</sup> Document G702™ – 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> LENNAR HOMES, LLC 6675 WESTWOOD BLVD 5TH FLOOR ORLANDO, FL 32821	<b>PROJECT:</b> LENNAR:SCHALLER PRESERVE I	<b>APPLICATION NO:</b> 2	<b>Distribution to:</b>
		<b>PERIOD TO:</b> 5/31/2026	OWNER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> Tucker Paving, Inc. 5658 Lucerne Park Road Winter Haven, FL 33881	<b>VIA ARCHITECT:</b>	<b>CONTRACT FOR:</b>	ARCHITECT <input type="checkbox"/>
		<b>CONTRACT DATE:</b>	CONTRACTOR <input type="checkbox"/>
		<b>PROJECT NOS:</b> 26-750 / /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

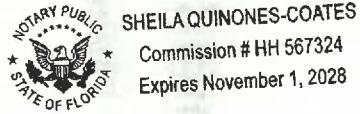
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$	9,568,622.01
2. NET CHANGE BY CHANGE ORDERS .....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	9,568,622.01
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$	453,987.22
<b>5. RETAINAGE:</b>		
a. 5% of Completed Work (Columns D + E on G703)	\$	22,699.36
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$	22,699.36
6. TOTAL EARNED LESS RETAINAGE .....	\$	431,287.86
<i>(Line 4 minus Line 5 Total)</i>		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	193,651.39
<i>(Line 6 from prior Certificate)</i>		
8. CURRENT PAYMENT DUE .....	\$	237,636.47
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$	9,137,334.15
<i>(Line 3 minus Line 6)</i>		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Tucker Paving, Inc.  
 By: [Signature] Date: 5/20/24  
 State of: Florida  
 County of: Polk  
 Subscribed and sworn to before me this 20 day of May 2024  
 Notary Public: [Signature]  
 My commission expires: 11/01/2028



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 237,636.47  
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*  
~~ARCHITECT:~~ **ENGINEER**  
 By: [Signature] Date: 06.11.2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

AIA Document G702<sup>™</sup>-1992, Application and Certificate for Payment, or G732<sup>™</sup>-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I for Contracts where variable retainage for line items may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 5/31/2026  
 PERIOD TO: 5/31/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(If variable rate)</i>
			D FROM PREVIOUS APPLICATION <i>(D + E)</i>	E THIS PERIOD				
1	GENERAL CONDITIONS							
2	Mobilization	38,752.50	9,688.13	9,688.13		19,376.26	19,376.24	968.82
3	Maintenance Of Traffic	1,829.06		457.27		457.27	1,371.79	22.86
4	Construction Layout	295,355.69	20,674.90	29,535.57		50,210.47	245,145.22	2,510.53
5	Soil Testing	55,842.78					55,842.78	
6	Pay & Perform Bond	93,786.34	93,786.34			93,786.34		4,689.32
7	EROISON CONTROL							
8	Type III Silt Fence Double	55,632.39		55,632.39		55,632.39		2,781.62
9	Type III Silt Fence Single	7,694.28	7,694.28			7,694.28		384.71
10	Temp Const Entrance	9,006.51	3,002.17			3,002.17	6,004.34	150.11
11	Inlet Protection	3,289.70					3,289.70	
12	SWPPP Monitoring	11,184.93	1,118.49	559.25		1,677.74	9,507.19	83.88
13	ASPHALT & BASE							
14	12" Stabilized Sub	152,856.48					152,856.48	
15	6" Limerock Base	260,720.16					260,720.16	
16	1.5" SP-9.5 Asphalt Pave	302,281.59					302,281.59	
17	Concrete							
18	Type D Curb	8,283.63					8,283.63	
19	Type F Curb	13,356.90					13,356.90	
20	Miami Curb	244,398.70					244,398.70	
21	2 Transition Curb	206.55					206.55	
22	Mail Kiosk Pad	10,141.56					10,141.56	
23	4 Onsite Concrete Side	18,393.54					18,393.54	
24	4 Concrete Side	8,490.60					8,490.60	
25	ADA Handicap Ramp	23,905.60					23,905.60	
GRAND TOTAL								

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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AIA®

# Document G703™ - 1992

## Continuation Sheet

AIA Document G702™, 1992, Application and Certificate for Payment, or G732™, 2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2  
 APPLICATION DATE: 5/31/2026  
 PERIOD TO: 5/31/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
26	Striping and Signage							
27	EA), Handicap Signs F&I	3,322.84					3,322.84	
28	Signing & Striping R1-1 30	36,798.23					36,798.23	
29	STORM SYSTEM							
30	19" X 30" ERCP Pipe	56,314.96					56,314.96	
31	14" X 23" ERCP Pipe	2,888.86					2,888.86	
32	42" ADS HP Storm Pipe	94,088.16					94,088.16	
33	36" ADS HP Storm Pipe	145,789.18					145,789.18	
34	30" ADS HP Storm Pipe	150,255.14					150,255.14	
35	24" ADS HP Storm Pipe	194,930.40					194,930.40	
36	18" ADS Storm Pipe	105,801.24					105,801.24	
37	72" W X 24" H Box Culvert	861,167.70					861,167.70	
38	14" X 23" Single Headwall	6,523.76					6,523.76	
39	19" X 30" Double Headwall	58,361.28					58,361.28	
40	42" Concrete U Endwall	9,712.77					9,712.77	
41	36" Concrete U Endwall	19,000.80					19,000.80	
42	24" Concrete U Endwall	21,376.14					21,376.14	
43	18" Concrete U Endwall	11,547.40					11,547.40	
44	Type J-8 Storm Manhole	35,038.96					35,038.96	
45	Type P-8 Storm Manhole	34,061.40					34,061.40	
46	Type D Inlet	114,682.26					114,682.26	
47	Type F Inlet	12,544.20					12,544.20	
48	Type V Inlet	87,363.77					87,363.77	
49	Type 6 Curb Inlet	226,476.08					226,476.08	
50	Type C Inlet	12,868.26					12,868.26	
GRAND TOTAL								

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# AIA Document G703™ - 1992

## Continuation Sheet

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APPLICATION NO: 2  
 APPLICATION DATE: 5/31/2026  
 PERIOD TO: 5/31/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
51	Rip Rap Area @ MES	12,771.78					12,771.78	
52	Rip Rap Rubble @ Spreader	87,174.07					87,174.07	
53	Dewater Storm Install	264,772.79					264,772.79	
54	Light Clean & Video	53,430.95					53,430.95	
55	SANITARY SYSTEM							
56	8" DR26 Sanitary Pipe	230,700.16					230,700.16	
57	12" Steel Casing Jack & Bore	38,140.41					38,140.41	
58	4" Sanitary Manhole 0-6'	55,942.80					55,942.80	
59	4" Sanitary Manhole 6-8'	72,883.08					72,883.08	
60	4" Sanitary Manhole 8-10'	46,437.95					46,437.95	
61	4" Sanitary Manhole 10-12'	25,008.57					25,008.57	
62	4" Sanitary Manhole 12-14'	26,209.58					26,209.58	
63	4" Sanitary Manhole 14-16'	12,847.37					12,847.37	
64	4" Sanitary Manhole 14-16'	12,350.35					12,350.35	
65	Single Sanitary Service	53,588.08					53,588.08	
66	Double Sanitary Service	164,664.36					164,664.36	
67	8" X 6" Cleanout Terminal	2,309.94					2,309.94	
68	8" Cleanout Assembly End	769.98					769.98	
69	Dewatering Sanitary Install	175,142.16					175,142.16	
70	TV & Air Testing	43,500.93					43,500.93	
71	FORCEMAIN & LIFT STAT.							
72	Lift Station (Public)	363,926.38					363,926.38	
73	12" Steel Casing Jack & Bore	39,498.60					39,498.60	
74	6" DR18 Green Forcemain Pipe	83,282.32					83,282.32	
75	6" MJ 45 Band	8,083.10					8,083.10	
GRAND TOTAL								

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 APPLICATION DATE: 5/31/2026  
 PERIOD TO: 5/31/2026  
 ARCHITECT'S PROJECT NO.: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
76	6" MJ 11.25 Bend	3,624.90						3,624.90	
77	ARV Valve/Box/Tag W/Vault	8,454.86						8,454.86	
78	Pressure Testing - Force Main	2,763.33						2,763.33	
79	POTABLE WATER SYTEM								
80	12" Wet Tap W/Valve/Box/Tag	9,646.54						9,646.54	
81	6" Wet Tap W/Valve/Box/Tag	3,588.64						3,588.64	
82	Temp Backflow Assemb	3,069.74						3,069.74	
83	18" Steel Casing Jack & Bore	85,107.60						85,107.60	
84	10" DR18 Water Pipe	55,915.08						55,915.08	
85	8" DR18 Water Pipe	141,537.40						141,537.40	
86	6" DR18 Water Pipe	70,027.10						70,027.10	
87	6" SCH40 Water Pipe	1,734.71						1,734.71	
88	4" DR18 Water Pipe	19,428.36						19,428.36	
89	2" SCH40 Water Pipe	7,117.94						7,117.94	
90	10" MJ Tee	1,618.27						1,618.27	
91	10" MJ 90 Bend	2,032.52						2,032.52	
92	10" MJ 11.25 Bend	4,128.60						4,128.60	
93	10" X 8" MJ Tee	2,884.48						2,884.48	
94	10" X 8" MJ Reducer	2,433.90						2,433.90	
95	10" MJ 45 Bend	8,497.44						8,497.44	
96	8" MJ Tee	7,810.96						7,810.96	
97	8" MJ 45 Bends	16,315.44						16,315.44	
98	8" X 4" MJ Tee	822.27						822.27	
99	8" X 6" MJ Reducer	706.41						706.41	
100	8" X 4" MJ Reducer	1,139.94						1,139.94	
GRAND TOTAL									

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 APPLICATION DATE: 5/31/2026  
 PERIOD TO: 5/31/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			(D + E)	THIS PERIOD				
101	8" MJ Plug	978.58					978.58	
102	6" MJ Tee	1,702.68					1,702.68	
103	6" MJ 45 Bend	10,043.76					10,043.76	
104	6" MJ Plug	578.32					578.32	
105	4" MJ 45 Bend	6,894.34					6,894.34	
106	4" MJ 22.5 Bend	553.96					553.96	
107	8" MJ Gate Valve W/Box/Tag	45,202.68					45,202.68	
108	6" MJ Gate Valve W/Box/Tag	15,620.76					15,620.76	
109	2" MJ Gate Valve W/Box/Tag	751.35					751.35	
110	Sample Point	6,526.70					6,526.70	
111	3/4" Water Service	1,604.59					1,604.59	
112	Fire Hydrant Assembly	73,648.17					73,648.17	
113	Single Short Water Serv	26,372.49					26,372.49	
114	Single Long Water Serv	16,521.12					16,521.12	
115	Double Short Water Serv	53,578.04					53,578.04	
116	Double Long Water Serv	41,930.64					41,930.64	
117	2" Irrigation Service	6,800.61					6,800.61	
118	2" Irrigation Service	6,800.61					6,800.61	
119	Testing And Backees	8,078.22					8,078.22	
120	Irrigation Sleeves							
121	4" SCH40 Irrigation Sleeves	4,649.40					4,649.40	
122	SITE CLEAR & Demo							
123	Disk Site & Tree Demo, Remove	617,084.15	67,879.26	154,271.04		222,150.30	394,933.85	11,107.51
124	Well Abandonment Allowance	20,000.00					20,000.00	
125	Earthwork							
GRAND TOTAL								

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Document G703™ - 1992

Continuation Sheet

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APPLICATION NO: 2  
APPLICATION DATE: 5/31/2026  
PERIOD TO: 5/31/2026  
ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
126	Cut Out Proposed Areas	1,179,007.01					1,179,007.01	
127	Bahia Sod - Pond	304,308.72					304,308.72	
128	Seed & Mulch In Phase 1	60,859.45					60,859.45	
129	Seed & Mulch Phase 2	29,607.30					29,607.30	
130	Retaining Wall							
131	Stack Stone Retain	77,992.08					77,992.08	
132	SIMMONS LOOP ROAD SCOP							
133	Maintenance Of Traffic	175,117.34					175,117.34	
134	Sawcut & Match Existing	8,811.98					8,811.98	
135	1.25" Milling Remain Asphalt	24,236.91					24,236.91	
136	1.25" SP 9.5 Asphalt Overlay	22,015.95					22,015.95	
137	1.5" SP-12.5 Asphalt Widening	28,177.99					28,177.99	
138	12" Limerock Base For Asphalt	45,693.71					45,693.71	
139	6' Wide Stabilized Shoulder	12,655.75					12,655.75	
140	Type F Curb	15,812.55					15,812.55	
141	Flared End Of Curb	1,161.96					1,161.96	
142	5' Concrete Offsite Side 4"	86,682.96					86,682.96	
143	ADA Handi Ramp Type CR-E	8,367.03					8,367.03	
144	Gravity Wall W/Handrail	211,207.19					211,207.19	
145	Signing & Striping Offsite	26,120.77					26,120.77	
146	19" X 30" ERCP Pipe	6,463.08					6,463.08	
147	Type P-4 Curb Inlet	6,790.29					6,790.29	
148	Dewatering Storm Install	1,338.12					1,338.12	
149	Bahia Sod - ROW	20,107.28					20,107.28	
GRAND TOTAL								

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 PERIOD TO: 5/31/2026  
 ARCHITECT'S PROJECT NO: 26-750

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
Totals									
GRAND TOTAL		9,568,622.01	203,843.57	250,143.65		453,987.22	4.74	9,114,634.79	22,699.36

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26-750 Schaller Preserve

UNIT PRICE SCHEDULE OF VALUES

Draw # 2

5/15

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO. (Includes M&E Excludes)	DESCRIPTION	SCHEDULED VALUE	QUANTITY	UNIT PRICE	PREVIOUSLY COMPLETED	COMPLETED THIS PERIOD (QUANTITY)	THIS PERIOD COSTS	MATERIALS PRESENTLY STORED	TOTAL STORED AND COMPLETED TO DATE	% COMPLETE	BALANCE TO FINISH	TOTAL RETAINAGE TO DATE
<b>GENERAL CONDITIONS</b>												
1	Mobilization	\$485,566.37	1.000	\$38,752.50	\$9,688.13	0.25	\$9,688.13	\$19,376.25	\$19,376.25	50.00%	\$19,376.25	\$968.81
2	Maintenance Of Traffic	\$1,829.06	1.000	\$1,829.06	\$0.00	0.25	\$457.27	\$457.27	\$457.27	25.00%	\$1,371.80	\$22.86
3	Construction Layout & As-Builts - Phase 1	\$295,355.69	1.000	\$295,355.69	\$20,674.90	0.10	\$29,535.57	\$50,210.47	\$50,210.47	17.00%	\$245,145.22	\$2,510.52
4	Soil Testing - Phase 1	\$55,842.78	1.000	\$55,842.78	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$55,842.78	\$0.00
5	Payment & Performance Bond	\$93,786.34	1.000	\$93,786.34	\$93,786.34		\$0.00	\$93,786.34	\$93,786.34	100.00%	\$0.00	\$4,689.32
<b>EROISON CONTROL</b>												
6	Type III Silt Fence - Double Row	\$86,807.81	21153.000	\$2.63	\$0.00	21.153.00	\$55,632.39	\$68,006.58	\$68,006.58	49.67%	\$18,801.23	\$3,400.33
7	Type III Silt Fence - Single Row	\$55,632.39	5829.000	\$2.63	\$7,694.28		\$0.00	\$7,694.28	\$7,694.28	100.00%	\$0.00	\$2,781.62
8	Temporary Construction Entrance - 15' X 25'	\$7,694.28	3.000	\$3002.17	\$3,002.17		\$0.00	\$3,002.17	\$3,002.17	33.33%	\$6,004.34	\$384.71
9	Inlet Protection W/ Filter	\$9,006.51	10.000	\$328.97	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$3,289.70	\$150.11
10	SWPPP Monitoring	\$3,289.70	1.000	\$3,289.70	\$1,118.49	0.05	\$59.25	\$1,677.74	\$1,677.74	15.00%	\$9,507.19	\$83.89
<b>ASPHALT &amp; BASE</b>												
11	12" Stabilized Subgrade (LBR 40)	\$11,184.93	22512.000	\$6.79	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$715,858.23	\$0.00
12	6" Limerock Base For Asphalt Pavement	\$152,856.48	18309.000	\$14.24	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$152,856.48	\$0.00
13	1.5" SP-9.5 Asphalt Pavement	\$260,720.16	18309.000	\$14.24	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$260,720.16	\$0.00
14	Concrete	\$302,281.59	18309.000	\$16.51	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$302,281.59	\$0.00
16	Concrete	\$327,177.08	419.000	\$19.77	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$8,283.63	\$0.00
	Type D Curb	\$8,283.63	582.000	\$22.95	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$13,356.90	\$0.00
	Type F Curb	\$244,398.70	13910.000	\$17.57	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$244,398.70	\$0.00
	Miami Curb	\$206.55	858.000	\$11.82	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$206.55	\$0.00
	Mail Kiosk Pad	\$10,141.56	638.000	\$28.83	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$10,141.56	\$0.00
	4' Onsite Concrete Sidewalk - 4" Thick	\$8,490.60	1060.000	\$8.01	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$8,490.60	\$0.00
	4' Concrete Sidewalk - 4" Thick @ Amenity Area	\$23,905.60	20.000	\$1195.28	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$23,905.60	\$0.00
17	ADA Handicap Ramp Type CR-E W/ Detectable Warning	\$40,121.07	1.000	\$3322.84	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$3,322.84	\$0.00
18	Striping and Signage	\$36,798.23	1.000	\$36,798.23	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$36,798.23	\$0.00
20	EA) Handicap Signs F&U (2 EA), Handicap Symbols Painted (2 EA), 6" White Paint (540 FT), Concrete Curing Compound (17 EA), Traffic Paint (1 EA), 24" White Storm Pipe (1 EA), 12" White Crosswalks (1 EA), Signing & Striping - RI-11 30" W/D3'S F&U (16 EA), D3'S F&U (1 EA), R2-1 25mph F&U (7 EA), OMA-1 F&U (1 EA), Term Paint (1 EA), 24" White Storm Pipe (1 EA), 12" White Crosswalks (1 EA), 12" White Crosswalks (1 EA)	\$2,678,942.31	346.000	\$162.76	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$56,314.96	\$0.00
21	Storm System	\$2,678,942.31	26.000	\$111.11	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$2,888.86	\$0.00
22	19" X 30" ERCP Pipe	\$94,088.16	586.000	\$160.56	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$145,789.18	\$0.00
23	42" ADS HP Storm Pipe	\$150,255.14	1114.000	\$130.87	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$150,255.14	\$0.00
24	30" ADS HP Storm Pipe	\$194,930.40	2264.000	\$86.10	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$194,930.40	\$0.00
25	24" ADS HP Storm Pipe	\$105,801.24	1668.000	\$63.43	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$105,801.24	\$0.00
26	18" ADS Storm Pipe	\$61,167.70	729.000	\$1181.30	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$61,167.70	\$0.00
27	72" W X 24" H Box Culvert *** Includes Wing Walls	\$6,523.76	2.000	\$3261.88	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$6,523.76	\$0.00
28	19" X 30" Double Headwall	\$58,361.28	16.000	\$3647.58	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$58,361.28	\$0.00
29	42" Concrete U Endwall	\$9,712.77	1.000	\$9712.77	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$9,712.77	\$0.00
30	36" Concrete U Endwall	\$19,000.80	3.000	\$6333.60	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$19,000.80	\$0.00
31	24" Concrete U Endwall	\$21,376.14	6.000	\$3562.69	\$0.00		\$0.00	\$0.00	\$0.00	0.00%	\$21,376.14	\$0.00

40	18" Concrete U Endwall	\$11,547.40	4,000	\$2886.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,547.40	\$0.00
41	Type J-8 Storm Manhole	\$35,038.96	4,000	\$8759.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,038.96	\$0.00
42	Type P-8 Storm Manhole	\$34,061.40	6,000	\$5676.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,061.40	\$0.00
43	Type D Inlet	\$114,682.26	14,000	\$8191.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$114,682.26	\$0.00
44	Type F Inlet	\$12,544.20	2,000	\$6272.10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,544.20	\$0.00
45	Type V Inlet	\$87,363.77	13,000	\$6720.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$87,363.77	\$0.00
46	Type 6 Curb Inlet	\$226,476.08	31,000	\$7305.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$226,476.08	\$0.00
47	Type C Inlet	\$12,868.26	2,000	\$6434.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,868.26	\$0.00
48	Rip Rap Area @ MES	\$12,771.78	1294,000	\$9.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,771.78	\$0.00
49	Rip Rap Rubble @ Spreader Swale	\$87,174.07	10541,000	\$8.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$87,174.07	\$0.00
50	Dewatering Storm Installation	\$264,772.79	1,000	\$264772.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$264,772.79	\$0.00
51	Light Clean & Video	\$53,430.95	1,000	\$53430.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$53,430.95	\$0.00
53		<b>\$960,495.72</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$960,495.72</b>	<b>\$0.00</b>
54	8" DR26 Sanitary Pipe	\$230,700.16	6464,000	\$35.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$230,700.16	\$0.00
55	12" Steel Casing Jack & Bore	\$38,140.41	121,000	\$315.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$38,140.41	\$0.00
56	4" Ø Sanitary Manhole 0-6'	\$55,942.80	8,000	\$6992.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,942.80	\$0.00
57	4" Ø Sanitary Manhole 6-8'	\$72,883.08	9,000	\$8098.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$72,883.08	\$0.00
58	4" Ø Sanitary Manhole 8-10'	\$46,437.95	5,000	\$9287.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$46,437.95	\$0.00
59	4" Ø Sanitary Manhole 10-12'	\$25,008.57	3,000	\$8336.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,008.57	\$0.00
60	4" Ø Sanitary Manhole 12-14'	\$26,209.58	2,000	\$13104.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,209.58	\$0.00
	4" Ø Sanitary Manhole 14-16'	\$12,847.37	1,000	\$12847.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,847.37	\$0.00
61	4" Ø Sanitary Manhole 14-16' 8m Walls AGRU	\$12,350.35	1,000	\$12350.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,350.35	\$0.00
	Single Sanitary Service (Auburdale)	\$53,588.08	56,000	\$956.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$53,588.08	\$0.00
	Double Sanitary Service (Auburdale)	\$164,664.36	84,000	\$1960.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$164,664.36	\$0.00
62	8" X 6" Cleanout Terminal	\$2,309.94	3,000	\$769.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,309.94	\$0.00
63	8" Cleanout Assembly End Line	\$769.98	1,000	\$769.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$769.98	\$0.00
64	Dewatering Sanitary Installation	\$175,142.16	1,000	\$175142.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$175,142.16	\$0.00
65	TV And Air Testing - Gravity Line	\$43,500.93	1,000	\$43500.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43,500.93	\$0.00
	<b>FORCEMAIN &amp; LIFT STATION SYSTEM</b>	<b>\$509,633.49</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$509,633.49</b>	<b>\$0.00</b>
66	Lift Station (Public) - 8" Diameter Wet Well, Valve Box, (2 EA) 25 HP - 3 Phase - 230V Pumps, 4" Concrete Pnd, 6" Diameter & Turn Around, 6" Black Chain Link Fence & Gates, Wet Well Lock, Washdown	\$363,926.38	1,000	\$363926.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$363,926.38	\$0.00
67	12" Steel Casing Jack & Bore	\$39,498.60	60,000	\$658.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$39,498.60	\$0.00
68	6" DR18 Green Forcemain Pipe	\$83,282.32	1672,000	\$49.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$83,282.32	\$0.00
	6" MJ 45 Bend	\$8,083.10	10,000	\$808.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,083.10	\$0.00
	6" MJ 1.25 Bend	\$3,624.90	5,000	\$724.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,624.90	\$0.00
69	ARV Valve/Box/Tag W/Vault	\$8,454.86	1,000	\$8454.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,454.86	\$0.00
70	Pressure Testing - Force Main	\$2,763.33	1,000	\$2763.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,763.33	\$0.00
71		<b>\$769,750.96</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$769,750.96</b>	<b>\$0.00</b>
	<b>POTABLE WATER SYSTEM</b>											
	12" Wet Tap W/Valve/Box/Tag	\$9,646.54	1,000	\$9646.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,646.54	\$0.00
	6" Wet Tap W/Valve/Box/Tag	\$3,588.64	1,000	\$3588.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,588.64	\$0.00
	Temporary Backflow Assembly -Jumper	\$3,069.74	1,000	\$3069.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,069.74	\$0.00
	18" Steel Casing Jack & Bore	\$85,107.60	120,000	\$709.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,107.60	\$0.00
	10" DR18 Water Pipe	\$55,915.08	876,000	\$63.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,915.08	\$0.00
	8" DR18 Water Pipe	\$141,537.40	3335,000	\$42.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$141,537.40	\$0.00
	6" DR18 Water Pipe	\$70,027.10	2158,000	\$32.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$70,027.10	\$0.00
	6" SCH40 Water Pipe	\$1,734.71	41,000	\$42.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,734.71	\$0.00
	4" DR18 Water Pipe	\$19,428.36	916,000	\$21.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,428.36	\$0.00



114	Maintenance Of Traffic	\$175,173.34	1,000	\$175,173.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$175,173.34	\$0.00
115	Sawcut & Match Existing Asphalt	\$8,811.98	1186,000	\$7.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,811.98	\$0.00
116	1.25" Milling Remaining Asphalt To The Edge Line	\$24,236.91	1367,000	\$17.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,236.91	\$0.00
117	1.25" SP 9.5 Asphalt Overlay	\$22,015.95	1213,000	\$18.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,015.95	\$0.00
118	1.5" SP-12.5 Asphalt Widening	\$28,177.99	1213,000	\$23.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,177.99	\$0.00
119	12" Limerock Base For Asphalt Widening	\$45,693.71	1213,000	\$37.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,693.71	\$0.00
120	6' Wide Stabilized Shoulder	\$12,655.75	713,000	\$17.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,655.75	\$0.00
121	Type F Curb	\$15,812.55	689,000	\$22.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,812.55	\$0.00
122	Flared End Of Curb	\$1,161.96	4,000	\$290.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,161.96	\$0.00
123	5' Concrete Offsite Sidewalk - 4"	\$86,682.96	2646,000	\$32.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$86,682.96	\$0.00
124	ADA Handicap Ramp Type CR-E w/ Detectable Warning	\$8,367.03	7,000	\$1195.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,367.03	\$0.00
125	Gravity Wall W/Handrail	\$211,207.19	571,000	\$369.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$211,207.19	\$0.00
126	Striping & Striping - Offsite : Hydroblasting - 6" Yellow (2170 FT) - 18" Yellow (125 FT), Emergency Vehicles Only Signs F&I (2 EA), R2-2 F&I (2EA), OMA-1 F&I (5 EA), Temp Paint (1 LS), 6" White Thermoplastic (1,700 FT), 6" Yellow Thermoplastic (2,050 FT), 18" Yellow Thermoplastic (180 FT)	\$26,120.77	1,000	\$26,120.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,120.77	\$0.00
127	19" X 30" ERCP Pipe	\$6,463.08	36,000	\$179.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,463.08	\$0.00
128	Type P-4 Curb Inlet - Doghouse	\$6,790.29	1,000	\$6,790.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,790.29	\$0.00
129	Dewatering Storm Installation	\$1,338.12	1,000	\$1,338.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,338.12	\$0.00
130	Bahia Sod - ROW	\$20,107.28	6793,000	\$2.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,107.28	\$0.00
<b>TOTALS</b>	<b>Project Totals</b>	<b>\$9,568,622.01</b>			<b>\$203,843.56</b>		<b>\$250,143.63</b>		<b>\$453,987.20</b>	<b>7.07%</b>	<b>\$9,114,634.81</b>	<b>\$22,699.36</b>

# SECTION ii

**Schaller Preserve**  
Community Development District

Funding Request # 22  
June 16, 2026

Bill to: Lennar Homes  
4301 W Boy Scout Blvd, Suite600  
Tampa, FL 33607

**General Fund**  
FY2026

<b>Payee</b>		
1	Operations & Maintenance Funding	\$ 20,000.00
		\$ 20,000.00
<b>Total:</b>		<b>\$ 20,000.00</b>

Please make check payable to:

**Schaller Preserve Community Development District**  
6200 Lee Vista Blvd, Suite 300  
Orlando, FL 32822

# SECTION iii

***Schaller Preserve***  
***Community Development District***

***Unaudited Financial Reporting***  
***May 31, 2026***



# Table of Contents

1	<hr/>	<u>Balance Sheet</u>
2	<hr/>	<u>General Fund</u>
3	<hr/>	<u>Series 2026 Debt Service Fund</u>
4	<hr/>	<u>Series 2026 Capital Project Fund</u>
5	<hr/>	<u>Month to Month</u>
6	<hr/>	<u>Long Term Debt Report</u>

**Schaller Preserve**  
**Community Development District**  
**Combined Balance Sheet**  
**May 31, 2026**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<b>Cash:</b>				
Operating Account	\$ 11,841	\$ -	\$ -	\$ 11,841
<b>Series 2026:</b>				
Reserve	\$ -	\$ 135,979	\$ -	\$ 135,979
Revenue	\$ -	\$ 130,580	\$ -	\$ 130,580
Construction	\$ -	\$ -	\$ 3,341,908	\$ 3,341,908
Cost of Issuance	\$ -	\$ -	\$ 104	\$ 104
<b>Total Assets</b>	<b>\$ 11,841</b>	<b>\$ 266,559</b>	<b>\$ 3,342,012</b>	<b>\$ 3,620,412</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 4,139	\$ -	\$ -	\$ 4,139
<b>Total Liabilities</b>	<b>\$ 4,139</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,139</b>
<b>Fund Balance:</b>				
<b>Assigned:</b>				
Debt Service - Series 2026	\$ -	\$ 266,559	\$ -	\$ 266,559
Capital Projects Fund	\$ -	\$ -	\$ 3,342,012	\$ 3,342,012
Unassigned	\$ 7,701	\$ -	\$ -	\$ 7,701
<b>Total Fund Balances</b>	<b>\$ 7,701</b>	<b>\$ 266,559</b>	<b>\$ 3,342,012</b>	<b>\$ 3,616,273</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 11,841</b>	<b>\$ 266,559</b>	<b>\$ 3,342,012</b>	<b>\$ 3,620,412</b>

**Schaller Preserve**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending May 31, 2026**

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
<b>Revenues:</b>				
Developer Contributions	\$ 386,752	\$ 40,600	\$ 40,600	\$ -
<b>Total Revenues</b>	<b>\$ 386,752</b>	<b>\$ 40,600</b>	<b>\$ 40,600</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 8,000	\$ 2,200	\$ 5,800
FICA Expenses	\$ 918	\$ 612	\$ 168	\$ 444
Engineering	\$ 15,000	\$ 10,000	\$ -	\$ 10,000
Attorney	\$ 25,000	\$ 16,667	\$ 7,971	\$ 8,695
Audit	\$ 4,000	\$ 3,100	\$ 3,100	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ 3,333	\$ 417	\$ 2,917
Trustee Fees	\$ 4,500	\$ -	\$ -	\$ -
Management Fees	\$ 37,500	\$ 25,000	\$ 13,500	\$ 11,500
Information Technology	\$ 1,800	\$ 1,200	\$ -	\$ 1,200
Website Maintenance	\$ 1,200	\$ 800	\$ -	\$ 800
Postage & Delivery	\$ 1,000	\$ 667	\$ 18	\$ 649
Insurance	\$ 6,584	\$ 6,584	\$ 5,732	\$ 852
Printing & Binding	\$ 1,000	\$ 667	\$ 44	\$ 623
Legal Advertising	\$ 10,000	\$ 6,667	\$ 1,725	\$ 4,942
Other Current Charges	\$ 5,000	\$ 3,333	\$ 578	\$ 2,755
Office Supplies	\$ 625	\$ 417	\$ 1	\$ 416
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 136,752</b>	<b>\$ 87,221</b>	<b>\$ 35,629</b>	<b>\$ 51,592</b>
<b><u>Operations &amp; Maintenance</u></b>				
Field Contingency	\$ 250,000	\$ 166,667	\$ -	\$ 166,667
<b>Total Operations &amp; Maintenance</b>	<b>\$ 250,000</b>	<b>\$ 166,667</b>	<b>\$ -</b>	<b>\$ 166,667</b>
<b>Total Expenditures</b>	<b>\$ 386,752</b>	<b>\$ 253,888</b>	<b>\$ 35,629</b>	<b>\$ 676,269</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>		<b>\$ 4,971</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 2,730</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 7,701</b>	

# Schaller Preserve

## Community Development District

### Debt Service Fund Series 2026

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted Budget	Prorated Budget Thru 05/31/26	Actual Thru 05/31/26	Variance
<b>Revenues:</b>				
Assessments - Direct	\$ -	\$ -	\$ 130,481	\$ 130,481
Interest	\$ -	\$ -	\$ 660	\$ 660
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 131,141</b>	<b>\$ 131,141</b>
<b>Expenditures:</b>				
Interest Expense - 11/1	\$ -	\$ -	\$ -	\$ -
Principal Expense - 5/1	\$ -	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ -	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 131,141</b>	<b>\$ -</b>
<b>Other Financing Sources/(Uses):</b>				
Bond Proceeds	\$ -	\$ -	\$ 135,979	\$ 135,979
Transfer Out	\$ -	\$ -	\$ (560)	\$ (560)
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 135,419</b>	<b>\$ 135,419</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 266,559</b>	<b>\$ -</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 266,559</b>	<b>\$ -</b>

# Schaller Preserve

## Community Development District

### Capital Projects Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending May 31, 2026

	Adopted	Prorated Budget	Actual		Variance
	Budget	Thru 05/31/26	Thru 05/31/26		
<b>Revenues:</b>					
Interest	\$ -	\$ -	\$ 14,546	\$	14,546
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,546</b>	<b>\$</b>	<b>14,546</b>
<b>Expenditures:</b>					
Capital Outlay	\$ -	\$ -	\$ 196,602	\$	(196,602)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 320,513	\$	(320,513)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 517,116</b>	<b>\$</b>	<b>(517,116)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (502,569)</b>		
<b>Other Financing Sources/(Uses):</b>					
Bond Proceeds	\$ -	\$ -	\$ 3,844,021	\$	3,844,021
Transfer In	\$ -	\$ -	\$ 560	\$	560
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,844,581</b>	<b>\$</b>	<b>3,844,581</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,342,012</b>		
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,342,012</b>		

**Schaller Preserve**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Developer Contributions	\$ 6,200	\$ -	\$ 5,000	\$ 5,000	\$ 4,400	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,600
<b>Total Revenues</b>	<b>\$ 6,200</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 4,400</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,600</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ 400	\$ 200	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200
FICA Expenses	\$ -	\$ -	\$ -	\$ 31	\$ 15	\$ 61	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 1,064	\$ 534	\$ 2,905	\$ 685	\$ 432	\$ 1,875	\$ 478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,971
Audit Fee	\$ -	\$ 500	\$ 2,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,100
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417	\$ -	\$ -	\$ -	\$ -	\$ 417
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ -	\$ -	\$ 1,000	\$ -	\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ -	\$ -	\$ -	\$ -	\$ 13,500
Information Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ 1	\$ 11	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ 18
Insurance	\$ 5,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44
Legal Advertising	\$ -	\$ 336	\$ -	\$ 350	\$ -	\$ -	\$ -	\$ 1,039	\$ -	\$ -	\$ -	\$ -	\$ 1,725
Other Current Charges	\$ 56	\$ 55	\$ 55	\$ 52	\$ 206	\$ 51	\$ 51	\$ 52	\$ -	\$ -	\$ -	\$ -	\$ 578
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 1
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 7,027</b>	<b>\$ 1,425</b>	<b>\$ 6,560</b>	<b>\$ 1,517</b>	<b>\$ 3,980</b>	<b>\$ 5,914</b>	<b>\$ 4,570</b>	<b>\$ 4,637</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,629</b>
<b>Operations &amp; Maintenance</b>													
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operations &amp; Maintenance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,629</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (827)</b>	<b>\$ (1,425)</b>	<b>\$ (1,560)</b>	<b>\$ 3,483</b>	<b>\$ 420</b>	<b>\$ 14,086</b>	<b>\$ (4,570)</b>	<b>\$ (4,637)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,971</b>

**Schaller Preserve**  
**Community Development District**  
**Long Term Debt Report**

**Series 2026, Special Assessment Revenue Bonds**

Interest Rate:	4.000%, 5.300%, 5.625%	
Maturity Date:	5/1/2056	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$135,979	
Reserve Fund Balance	\$135,979	
Bonds Outstanding - 3/19/26		\$3,980,000
<b>Current Bonds Outstanding</b>		<b>\$3,980,000</b>

# SECTION iv



May 4, 2026

Monica Virgen – Recording Secretary  
Schaller Preserve CDD  
219 E. Livingston St.  
Orlando, FL 32801

**RE: Schaller Preserve Community Development District Registered Voters**

Dear Ms. Virgen,

In response to your request, there are currently **0** voters within the Schaller Preserve Community Development District as of **April 15, 2026**.

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

Sincerely,

Melony M. Bell  
Supervisor of Elections  
Polk County, Florida

# SECTION V

# SECTION a)

# Schaller Preserve Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2026 – September 30, 2027

## **1. Community Communication and Engagement**

### **Goal 1.1: Public Meetings Compliance**

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

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

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

**Achieved:** Yes  No

### **Goal 1.2: Notice of Meetings Compliance**

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

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

**Standard:** 100% of meetings were advertised in accordance with Florida Statutes, on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No

### **Goal 1.3: Access to Records Compliance**

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

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

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

**Achieved:** Yes  No

## **2. Financial Transparency and Accountability**

### **Goal 2.1: Annual Budget Preparation**

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

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

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

**Achieved:** Yes  No

**Goal 2.2: Financial Reports**

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

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

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

**Achieved:** Yes  No

**Goal 2.3: Annual Financial Audit**

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

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

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

**Achieved:** Yes  No

Chair/Vice Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Schaller Preserve Community Development District

District Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Schaller Preserve Community Development District

## SECTION b)

# Schaller Preserve 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 regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

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

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

**Achieved:** Yes  No

### **Goal 1.2: Notice of Meetings Compliance**

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

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

**Standard:** 100% of meetings were advertised in accordance with Florida Statutes, on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No

### **Goal 1.3: Access to Records Compliance**

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

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

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

**Achieved:** Yes  No

## **2. Financial Transparency and Accountability**

### **Goal 2.1: Annual Budget Preparation**

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

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

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

**Achieved:** Yes  No

**Goal 2.2: Financial Reports**

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

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

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

**Achieved:** Yes  No

**Goal 2.3: Annual Financial Audit**

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

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

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

**Achieved:** Yes  No

Chair/Vice Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Schaller Preserve Community Development District

District Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Schaller Preserve Community Development District