

**SPENCER CREEK
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
PUBLIC HEARINGS & REGULAR MEETING
JANUARY 3, 2019**

**SPENCER CREEK
COMMUNITY DEVELOPMENT DISTRICT AGENDA
THURSDAY, JANUARY 3, 2019**

1:45 P.M.

The Offices of Meritus

Located at 2005 Pan Am Circle Suite 120, Tampa FL 33607

District Board of Supervisors	Chairman	Jeff Hills
	Vice- Chairman	Nick Dister
	Supervisor	Ryan Motko
	Supervisor	Albert Viera
	Supervisor	Steve Luce
District Manager	Meritus	Brian Lamb
		Debby Nussel
District Attorney	Straley, Robin, Vericker	John Vericker

District Engineer

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at **1:45 p.m.** with the seventh section called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The ninth section is called **Administrative Matters**. The Administrative Matters section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The tenth section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called **Board Members Comments and Public Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to **three (3) minutes** for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

January 3, 2019
Board of Supervisors
Spencer Creek Community Development District

The Public Hearings & Regular Meeting Spencer Creek Community Development District will be held on **January 3, 2019 at 1:45 p.m.** at the Offices of Meritus located at 2005 Pan Am Circle Suite 120 Tampa, FL 33607. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. RECESS TO PUBLIC HEARINGS**
- 4. PUBLIC HEARING ON ADOPTING UNIFORM METHOD OF COLLECTION**
 - A. Open the Public Hearing on Adopting Uniform Method of Collection
 - B. Staff Presentation
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Method of Collection
 - E. Consideration of Resolution 2019-29; Adopting Uniform Method of Collection..... Tab 01
- 5. PUBLIC HEARING ON ADOPTING UNIFORM RULES OF PROCEDURE**
 - A. Open the Public Hearing on Adopting Uniform Rules of Procedure
 - B. Staff Presentations
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Uniform Rules of Procedure
 - E. Consideration of Resolution 2019-30; Adopting Uniform Rules of Procedure..... Tab 02
- 6. PUBLIC HEARING ON PROPOSED FISCAL YEAR 2019 BUDGET**
 - A. Open Public Hearing on Proposed Fiscal Year 2019 Budget
 - B. Staff Presentations
 - C. Public Comment
 - D. Close Public Hearing on Proposed Fiscal Year 2019 Budget
 - E. Consideration of Resolution 2019-31; Adopting Fiscal Year 2019 Budget.....Tab 03
 - i. Consideration of Developer Funding Agreement.....Page
- 7. RETURN AND PROCEED TO REGULAR MEETING**
- 8. VENDOR AND STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 9. BUSINESS ITEMS**
 - A. Evaluate and Consider Proposals for Engineering Services..... Tab 04
- 10. CONSENT AGENDA**
 - A. Consideration of Minutes of the Landowners Election & Meeting December 6, 2018Tab 05
 - B. Consideration of Operations and Maintenance Expenditures October 2018.....Tab 06
 - C. Consideration of Operations and Maintenance Expenditures November 2018.....Tab 07
 - D. Review of Financial Statements Month Ending November 30, 2018Tab 08
- 11. SUPERVISORS REQUESTS**
- 12. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM**
- 13. ADJORNMENT**

Sincerely,



Brian Lamb, CEO
Meritus

RESOLUTION 2019-29

RESOLUTION OF THE BOARD OF SUPERVISORS OF SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTIONS 197.3631 AND 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Spencer Creek Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include operation and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Sections 197.3631 and 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Hillsborough County for four (4) consecutive weeks prior to such hearing.

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

SECTION 1. Spencer Creek Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Hillsborough County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 3RD DAY OF JANUARY, 2019.

**SPENCER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

Exhibit A: Legal Description

Exhibit A

SPENCER CREEK

LEGAL DESCRIPTION (FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FLX1110)

PARCEL 1:

A PORTION OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, NORTH 89°26' 46" WEST, FOR 703.28 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE, SOUTH 16°06' 33" WEST, FOR 15.57 FEET; THENCE NORTH 89°26' 46" WEST, FOR 50.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 8°56' 00" , AN ARC LENGTH OF 33.52 FEET AND A CHORD BEARING SOUTH 86°05' 14" WEST, FOR 33.49 FEET; THENCE SOUTH 81°37' 14" WEST, FOR 239.23 FEET; THENCE NORTH 89°27' 30" WEST, FOR 259.46 FEET TO THE EAST RIGHT-OF-WAY LINE OF 15TH STREET NORTHEAST; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 00°37' 45" WEST, FOR 34.82 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY, SOUTH 89°26' 46" EAST, FOR 210.53 FEET; THENCE NORTH 16°06' 33" EAST, FOR 20.76 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE ALONG SAID NORTH LINE, SOUTH 89°26' 46" EAST, FOR 368.50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS ROAD RIGHTS OF WAY.

AND TOGETHER WITH

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS ROAD RIGHTS OF WAY.

AND TOGETHER WITH

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS THE NORTH 1127.39 FEET OF THE EAST 105.00 FEET.

AND TOGETHER WITH

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA.

AND TOGETHER WITH

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA.

PARCEL 3:

A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, N00°24' 02" E, FOR 220.03 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, S89°28' 20" W, FOR 200.03 FEET; THENCE S00°24' 02" W, FOR 190.02 FEET TO THE NORTH RIGHT OF WAY OF COLDING DRIVE; THENCE ALONG SAID NORTH RIGHT OF WAY, S89°28' 20" W, FOR 1064.49 FEET TO THE EAST BOUNDARY OF A TAMPA ELECTRIC COMPANY RIGHT OF WAY; THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING TWO COURSES: 1) N28°42' 00" E, FOR 824.24 FEET; 2) N16°06' 33" E, FOR 628.98 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, THENCE ALONG SAID NORTH LINE, S89°26' 46" E, FOR 703.31 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG SAID EAST LINE, S00°24' 02" W, FOR 1118.83 FEET TO THE POINT OF BEGINNING. LESS ROAD RIGHT OF WAY.

TOGETHER WITH THE FOLLOWING:

THE NORTH 20 FEET OF A TRACT OF LAND LYING IN THE SE 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, S89°28' 20" W, FOR 1278.51 FEET TO THE EAST RIGHT OF WAY 15TH STREET NORTHEAST; THENCE ALONG SAID EAST RIGHT OF WAY, N01°13' 36" W, FOR 715.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY, N01°13' 36" W, FOR 648.04 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE ALONG SAID NORTH LINE, S89°26' 46" E, FOR 245.27 FEET; THENCE LEAVING SAID NORTH LINE, S16°06' 33" W, FOR 491.00 FEET; THENCE S28°42' 00" W, FOR 198.14 FEET TO THE POINT OF BEGINNING. LESS ROAD RIGHT OF WAY.

TOGETHER WITH THE TEMPORARY EASEMENT FOR ROADWAY, UTILITY AND DRAINAGE IMPROVEMENTS RECORDED IN OFFICIAL RECORDS BOOK 18924, PAGE 380, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

COLDING PARCEL (ORB 17485, PG 1977)

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 350.98 FEET THEREOF, ALSO LESS AND EXCEPT THAT PORTION THEREOF TAKEN FOR INTERSTATE 75 AS DESCRIBED IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3279, PAGE 1014, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

SWINDLE PARCEL (ORB16596, PG 1175)

PARCEL I;
THE EAST 1/2 OF LOT 358 OF RUSKIN COLONY FARMS, AS RECORDED IN PLAT BOOK 5, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE EAST 147.00 FEET OF THE WEST 1/2 OF LOT 358 OF RUSKIN COLONY FARMS AS RECORDED IN PLAT BOOK 5, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

PARCEL II;
THAT PART OF LOT 358, RUSKIN COLONY FARMS SUBDIVISION LYING EAST OF 15TH STREET, LESS THE EAST 467 FEET THEREOF; ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 63 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

ALL TOGETHER CONTAINING 167.701 ACRES

RESOLUTION 2019-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING UNIFORM RULES OF PROCEDURE, IN KEEPING WITH CHAPTER 120.54(5), FLORIDA STATUTES.

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

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

WHEREAS, in accordance with Section 120.54(5), Florida Statutes, the District must comply with the adoption of Uniform Rules of Procedure as established by the Florida Administration Commission; and

WHEREAS, the District set January 3, 2019, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 120.54, Florida Statutes; and

WHEREAS, the District has complied with the rule making process as outlined in Section 120.54, Florida Statutes.

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

Section 1: The Board hereby adopts the Rules of Procedure as attached hereto as **Exhibit “A”**.

Section 2: This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 3RD DAY OF JANUARY, 2019.

**SPENCER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

RULES OF PROCEDURE

SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

1.0	Organization.....	1
1.1	Board of Supervisors: Officers and Voting	1
1.2	Public Information and Inspection of Records	4
1.3	Public Meetings, Hearings, and Workshops	4
2.0	Rulemaking Proceedings	7
3.0	Decisions Determining Substantial Interests	10
4.0	Purchasing, Contracts, Construction and Maintenance	11
4.1	Purchase of Goods, Supplies, and Materials.....	14
4.2	Contracts for Construction of Authorized Project	15
4.3	Contracts for Maintenance Service	17
4.4	Purchase of Insurance	20
4.5	Procedure for Purchasing Contractual Services.....	21
4.6	Procedure Under the Consultant's Competitive Negotiations Act	23
5.0	Bid Protests	26
5.1	Under Consultant's Competitive Negotiations Act	26
5.2	Contracts Awarded or Bid Documents	27
5.3	Relating to Any Other Award	29
6.0	Design-Build Contract Competitive Proposal Selection Process	30
7.0	District Auditor Selection Procedures	32
8.0	Effective Date	32

**RULES OF PROCEDURE
SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT**

1.0 General.

- (1) Spencer Creek Community Development District (“**District**”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction.
- (2) The purpose of these Rules of Procedure (“**Rules**”) is to describe the general operations of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190, Florida Statutes.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the Board of Supervisors of the District (the “**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: s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

Law Implemented: s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

1.1 Board of Supervisors: Officers and Voting.

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States of America. The Board shall exercise the powers granted to the District.
 - (a) Board members shall hold office for the term specified by Section 190.006, 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).

- (b) Three (3) members of the Board physically present at the meeting location shall constitute a quorum for the purposes of conducting business and exercising its powers and for 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 or abstains from participating in discussion or voting on a particular item. If three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. 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.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chair must be a member of the Board. If the Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to sign checks and warrants for the District, countersigned by the Treasurer. The Chair or Vice-Chair shall be authorized to execute agreements, resolutions, and other documents approved by the Board at a Board meeting. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
 - (b) The Vice-Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice-Chair resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair 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. The District Manager may serve as Secretary.
 - (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- (e) In the event that both the Chair and Vice-Chair 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 Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (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, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
- (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the local governing authority. All meetings of the Board and all committee meetings shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, 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 Chapters 112 and 190, Florida Statutes, as amended from time to time.
 - (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 the Board’s discussion on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. 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 attached 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 they have 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 shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum.

Specific Authority: s.s. 190.001, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.006, 190.007, 112.3143, Fla. Stat.

1.2 Public Information and Inspection of Records.

- (1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the “Records of Proceedings”, may be copied or inspected at the District 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.
- (2) Copies. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance.

Specific Authority: s.s. 190.011(5), 120.53, Fla. Stat.

Law Implemented: s.s. 190.006, 119.07, 120.53, Fla. Stat.

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 shall state:
 - (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;
 - (d) Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, hearing, or workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting, hearing, or workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 711, who can aid you in contacting the District Office.
 - (e) A person who decides to appeal any decision made at the meeting, hearing, or workshop with respect to any matter considered at the meeting, hearing, or 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.
- (2) Agenda. The District Manager, under the guidance of the Chair or Vice-Chair if the Chair is unavailable, shall prepare an agenda of the meeting, hearing, or workshop. The agenda shall be available to the public at least seven (7) days before the meeting, hearing, or workshop except in an emergency. The agenda may be changed before or at the meeting, hearing, or workshop by a vote of the Board.
- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:
 - Call to order
 - Roll call
 - Audience Questions and Comments on Agenda Items
 - Review of minutes
 - Specific items of old business
 - Specific items of new business
 - Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - Supervisor's requests and comments
 - Audience Questions and Comments
 - Adjournment

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. 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.
- (5) Emergency Meetings. The Chair, or Vice-Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2), (4), and (6) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. 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. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Persons wishing to address the Board should notify the Secretary of the Board prior to the "Audience Comment" section of the agenda. Each person wishing to address the Board will be given a reasonable amount of time for their comments, in the interest of time and fairness to other speakers.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida statutes. Once adopted in accord with Section 190.008, 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.
- (8) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.

- (9) 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. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chair, can make or second a motion.

Specific Authority: s.s. 190.005, 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- (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 proposed rules 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 paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of the proposed rule, cite specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed rule.
- (b) All rules shall be drafted in accord with Chapter 120, Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), 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; and a statement as to whether, based on the statement of the estimated regulatory costs or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3). The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled or required under Florida Statutes. Except when the intended action is the repeal of a rule, the notice must include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

- (b) The notice shall be published in a newspaper of general circulation in the county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) 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 Board 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 for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be

sent to the Administrative Procedure Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

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

- (10) Variances and Waivers. Variances and waivers from these Rules may be granted to the provisions and limitations contained in Section 120.542, Florida Statutes.
- (11) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be adopted pursuant to Section 190.035, Florida Statutes.

Specific Authority: s.s. 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: s.s. 120.54, 190.035(2), Fla. Stat.

3.0 Decisions Determining Substantial Interests.

- (1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the Chair shall designate any member of the Board (including the Chair), District Manager, District Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
 2. Rule upon offers of proof and receive relevant evidence;
 3. Regulate the course of the hearing, including any prehearing matters;
 4. Enter orders;
 5. Make or receive offers of settlement, stipulation, and adjustment.
- (a) The person conducting the hearing 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.
- (b) The District shall issue a final order within forty-five (45) days:
1. After the hearing is concluded, if conducted by the Board;

2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
 3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.
- (2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida statutes. Prior to exercising the power of eminent domain, the District shall:
- (a) Adopt a resolution identifying the property to be taken;
 - (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if the taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

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

Law Implemented: s.s. 190.011(11), Fla. Stat.

4.0 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures, definitions and rules are outlined for the purchase of professional, construction, maintenance, and contract services, and goods, supplies, materials, and insurance.
- (2) Definitions.
 - (a) “Continuing contract” is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm whereby the firm provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
 - (b) “Contractual services” means rendering time and effort rather than furnishing specific goods or commodities. Contractual services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or professional services (as defined in Section 287.055(2)(a), Florida Statutes and these Rules) and shall generally be considered the services referenced by Section 287.012(8), Florida Statutes.

Contractual services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.

- (c) “Emergency purchases” 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 solicitation 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.
- (d) “Goods, supplies and materials” do not include printing, insurance, advertising, or legal notices.
- (e) “Invitation to Bid” is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
- (f) “Lowest Responsible bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
- (g) “Most Advantageous bid/proposal” means, in the sole discretion of the Board, the bid or proposal (i) is submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or request for proposal as determined by the Board, and (iii) is the most advantageous bid or proposal to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.

- (h) “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 performed by an architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (i) “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, Florida Statutes, for CATEGORY FOUR, 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 from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (j) “Purchase” means acquisition by sale, rent, 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 government entity or political subdivision of the state.
- (k) “Request for Proposal” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
- (l) “Responsive bid/proposal” means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these Rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.1 Purchase of Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising or legal notices.
- (2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the following is appropriate:
 - (a) The Board shall cause to prepare an Invitation to Bid or Request for Proposal, as appropriate.
 - (b) The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
 - (e) The Most Advantageous Bid or Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines that it is in the best interests of the District. In the event the bids exceed the amount of funds available to be allocated by the District for this purchase, the bids may be rejected. The board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
 - (f) Notice of award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
 - (g) If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement of goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps reasonably

necessary in order to proceed with the procurement of goods, supplies, and materials.

- (h) If the District does not receive a response to its competitive solicitation, the District may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the District.
- (i) 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: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.2 Contracts for Construction of Authorized Project.

- (1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, 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, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure.
 - (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date of submittal for bids.
 - (b) The District may maintain lists of persons interested in receiving notices of Invitation to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (c) To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid proposal:

1. Hold all required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if applicable.
3. If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
4. Meet any special pre-qualification requirement set forth in the bid/proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids or proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposal and these Rules.
- (e) To assist in the determination of the most advantageous bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the most advantageous bidder, the District Representative may consider, in addition to the factors described in the invitation or request, the following:
 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.
 2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.

6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid/Proposal shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders or proposers to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.0525, Fla. Stat.

4.3 Contracts for Maintenance Service.

- (1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be amended from time to time by the State of Florida Department of Management Services. The maintenance of these facilities or projects may involve the purchase of contract services and /or goods, supplies or materials as defined herein. Where a contract for maintenance of such facility or project includes goods, supplies or materials and/or contract services, the District may in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies and materials, and contract services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure.

- (a) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (b) The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
 - 1. Hold the required applicable state and professional licenses in good standing.
 - 2. Hold all required applicable federal licenses in good standing, if any.
 - 3. Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.
 - 4. Meet any special pre-qualification requirements set forth in the bid proposal specifications.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (d) Bids or Proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and Proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
- (e) To assist in the determination of the Most Advantageous Bid or Proposal, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the Most Advantageous Bid or Proposal, the District Representative may consider, in addition to the factors described in the Invitation or request, the following:
 - 1. The ability and adequacy of the professional personnel employed by each bidder or proposer.

2. The past performance of each bidder or proposer for the District and in other professional employment settings.
 3. The willingness of each bidder or proposer to meet time and budget requirements.
 4. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
 5. The recent, current, and project workloads of the bidder or proposer.
 6. The volume of work previously awarded to each bidder or proposer.
 7. Whether the cost components of each bid or proposal are appropriately balanced.
 8. Whether the bidder or proposer is a certified minority business enterprise.
- (g) The Most Advantageous Bid or Proposal may be accepted; however, the Board shall have the right to reject all bids or proposals, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance bonds and/or other bonds with a responsive surety to be approved by the Board. If the Board receives fewer than three (3) responses to an Invitation to Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover costs of bid or proposal preparation or submittal from the District.
- (h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

4.4 Purchase of Insurance.

- (1) Scope. The purchase of life, health, accident, hospitalization, legal expense, or annuity insurance, or all or any kind 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 these Rules. 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 Invitation to Bid may be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Office for inclusion on the list shall receive notices by mail.
 - (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 to Bid 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 which 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, if any, to the District Officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery service, or by overnight delivery service, and by posting the same in the District Office for seven (7) days.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 112.08, Fla. Stat.

4.5 Procedure for Purchasing Contractual Services.

- (1) Scope. All purchases for contractual services (except for maintenance services) may, but are not required to, be made by competitive Invitation to Bid. If state or federal law prescribes with whom the District must contract, or established the rate of payment, then these Rules shall not apply. A contract involving both goods, supplies, and materials plus contractual services may, at the discretion of the Board, be treated as a contract for goods, supplies, and materials.
- (2) Procedure. When a purchase of contractual services is within the scope of this Rule (and the District has elected to follow this procedure), the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
 - (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. The District shall make a good faith effort to provide written notice, by United States Mail, to persons who provide their names and addresses to the District Office for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with these Rules and shall not be the basis for a protest of any contract award.
 - (d) Bids or proposals shall be opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with Invitation to Bid or Request for Proposal and these Rules.
 - (e) If only one (1) response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for contractual services from such bidder or proposer. If no response to an Invitation to

Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of the needed contractual services.

- (f) The Board has the right to reject any and all bids or proposals. The reservation regarding the right to reject shall be included in all solicitations and advertisements. If the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (g) The Most Advantageous Bid or Proposal may be accepted by the District. The Board may require bidders to furnish bid, performance and/or other bonds with a reasonable surety to be approved by the Board.
- (3) Notice. Notice of contract award, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders or proposers by United States Mail, or by hand delivery, or by overnight delivery, and by posting same in the District Office for seven (7) days.
- (4) Contract Renewal. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Renewal shall be contingent upon satisfactory performance evaluations by the District.
- (5) Contract Manager and Contract Administrator. The Board may designate a representative to function as contract manager, who shall be responsible for enforcing performance of the contract terms and conditions and serve as the liaison with the contractor. The Board may also designate a representative to function as contract administrator, who shall be responsible for maintaining all contract files and financial information. One person may serve as both contract manager and administrator.
- (6) Emergency Purchase. The District may make an emergency purchase of contractual services 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.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033(3), Fla. Stat.

4.6 Procedure Under Consultant's Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

- (1) Qualifying Procedures. In order to be eligible to submit a bid or proposal, a firm must, at the time of receipt of the bid or proposal:
 - (a) Hold all required applicable state professional licenses in good standing.
 - (b) Hold all required applicable federal licenses in good standing, if any.
 - (c) If the bidder is a corporation, hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.
 - (d) Meet any pre-qualification requirements set forth in the project or bid specifications. Qualification standards may include, but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

- (2) Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. 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 by publishing a notice providing a general description of the project and 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 District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.
- (3) Competitive Selection.
 - (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability,

as well as any statements of qualification of file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, 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:

1. The ability and adequacy of the professional personnel employed by each firm.
2. Each firm's past performance for the District in other professional employment settings.
3. The willingness of each firm to meet time and budget requirements.
4. The geographic location of each firm's headquarters or office in relation to the project.
5. The recent, current, and projected workloads of each firm.
6. The volume of work previously awarded to each firm.
7. Whether a firm is a certified minority business enterprise.

Nothing in these Rules shall prevent the District from evaluating and eventually selecting a firm if less than three (3) responses, including responses indicating a desire not to submit a formal bid on a given project, are received.

- (b) If the selection process is administered by a person 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.

(4) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as the most qualified to perform the required professional services.
- (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, 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 within twenty-one (21) days 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 unless modified by the Board, 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 within twenty-one (21) days (unless modified by the Board to the contrary) 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 any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) 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.
 - (e) Once an agreement with a firm or individual is reached, notice of the award or intent to award, including the rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, or by hand delivery, or by overnight delivery service, and by posting same in the District Office for seven (7) days.
- (5) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.
- (6) 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: s.s. 190.011(5), Fla. Stat.

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

5.0 Bid Protests.

Purpose and Scope. In order to comply with Sections 190.033(1) through (3), Florida Statutes, the following procedures and rules are outlined for the protest of any bids or contracts awarded.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.1 Bid Protests Under the Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal shall be in accordance with this section.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day), and by posting same in the District Office for seven (7) days. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Section 5.3 of the Rules of Spencer Creek Community Development District shall constitute a waiver of proceedings under those Rules."
- (2) Filing. Any person who is affected adversely by the District's decision or intended decision shall file with the District a notice of protest within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The notice of protest shall identify the procurement by title and number or any other language that will enable the District to identify it, shall state that the person intends to protest the decision, and shall state with particularity the law and facts upon which the protest is based. With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the notice of the project plans and specifications (or intended project plans and specifications) in an Invitation to Bid or Request for Proposals, and the formal written protest shall be filed within seven (7) days after the date when notice of protest is filed. Failure to file a notice of protest, or failure to file a formal written protest, shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon a receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award

process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays and legal holidays, upon receipt of a formal written request.
- (5) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57(3), 190.011(5) Fla. Stat.

Law Implemented: s.s. 120.57(3), 190.033, Fla. Stat.

5.2 Protests With Respect To Contracts Awarded Or Bid Documents.

The resolution of any protests regarding Bid Documents or the decision to award a contract for a bid or proposal shall be in accordance with section 5.2.

- (1) Notice. The District shall give all bidders or proposers written notice of a decision to award or to reject all bids by posting the notice in the District Office for seven (7) days, with a copy being provided to all submitting firms by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered by the next business day). The notice shall include the following statement: "Failure to file a written protest with the District within seventy-two (72) hours following the receipt of notice of the District's decision to award a contract shall constitute a waiver of any objection to the award of such contract."
- (2) Filing.
 - (a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the notice of the District's decision, and shall file a formal written protest with the District within seven (7) calendar days after timely filing the initial notice of protest. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt of the District. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the District's

decision or contract award. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- (b) With respect to a protest regarding the Bid Documents, including specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.
- (3) Award Process. Upon receipt of a timely filed notice of protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.
- (4) 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 posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copies being mailed to the protestant and any substantially affected person or parties. Within fifteen (15) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (5) 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 above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 120.57, 190 011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

5.3 Bid Protests Relating to Any Other Award.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid proposal under Sections 4.1, 4.2, or 4.5 shall be in accordance with Section 5.3.

- (1) Notice. The District shall give all bidders written notice of its decision to award or intent to award a contract, including rejection of some or all bids, by United States Mail (which shall be deemed delivered two (2) days after delivery to the U.S. Postal Service), or by certified/registered mail return receipt requested, or by hand delivery, or by overnight delivery service (which shall be deemed delivered on the next business day), and by posting same in the District Office for seven (7) calendar days.
- (2) Filing. Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within seventy-two (72) hours after the posting of the final bid tabulation or after receipt of the notice of the District decision or intended decision, and shall file a formal written protest within seven (7) days after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings.
- (3) Award Process. Upon receipt of a notice of protest which has been timely filed, the District shall stop the bid solicitation process or the contract and award process until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.
- (4) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties within five (5) days, excluding Saturdays, Sundays and legal holidays, of receipt of a formal written protest.
- (5) Hearing. If the subject of a protest is not resolved by mutual agreement, the District shall hold a proceeding in accordance with the procedural guidelines set forth in Section 3.0.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, Fla. Stat.

6.0 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts in the best interest of the District. When letting a design-build contract, the District shall use the following procedure:
 - (a) The District shall utilize a design criteria professional meeting the requirements of Section 287.055(2)(k) when developing a design criteria package, evaluating the responses or bids 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 or may be retained using Section 4.6, Procedure Under Consultant's Competitive Negotiations Act.
 - (b) A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. 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. All 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.
 - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals which may include, but not be limited to, based on price, technical, and design aspects of the project, weighted for the project.
 - (d) After the 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 seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
 2. The District may maintain qualifications information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act

of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.

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 license in good standing, as defined by Section 287.055(2)(h), 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 Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
 - (d) Meet any special prequalification requirements set forth in the design criteria package.

Evidence of compliance with these Rules may be submitted with the bid, if required by the District.

- (e) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
- (f) 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 to be fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. 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.

- (g) After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 - (h) The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.
- (2) 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.

Specific Authority: s.s. 190.011(5), Fla. Stat.

Law Implemented: s.s. 190.033, 255.20, Fla. Stat.

7.0 District Auditor Selection Procedures.

Prior to selecting an auditor to conduct the annual financial audit as required in section 218.39, Florida Statutes, the District shall use the auditor selection procedures as required under section 218.391, Florida Statutes.

Specific Authority: s. 190.011(5), Fla. Stat.

Law Implemented: s. 218.391, Fla. Stat.

8.0 Effective Date.

These Rules shall be effective January 3, 2019.

RESOLUTION 2019-31

THE ANNUAL APPROPRIATION RESOLUTION OF THE SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 16, 2018, (THE “EFFECTIVE DATE” OF THE ORDINANCE) AND ENDING SEPTEMBER 30, 2019 APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has submitted to the Board of Supervisors (“**Board**”) a proposed budget for the budget year beginning October 16, 2018 (the effective date of the Ordinance) and ending September 30, 2019, 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 annual budget (“**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 January 3, 2019, as the date for 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 days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District 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; and

WHEREAS, in order for the Developer to fund a portion of the Budget, the Board desires to approve a form of the Budget Funding Agreement.

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s

- b. That 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, 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 for fiscal year 2018/2019.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s Records Office and identified as the “Budget for the Spencer Creek Community Development District for the Fiscal Year Beginning October 16, 2018, and Ending September 30, 2019,” as adopted by the Board of Supervisors on January 3, 2019.
- d. The final adopted budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

Section 4. Budget Funding Agreement

The form of the Budget Funding Agreement, attached as **Exhibit "B"** hereto, is hereby approved in order to fund the Developer's portion of the budget for Fiscal Year 2018/2019.

Section 5. Effective Date.

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Spencer Creek Community Development District.

PASSED AND ADOPTED THIS 3RD DAY OF JANUARY, 2019.

ATTEST:

**SPENCER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Assistant Secretary

By: _____
Jeffery Hills
Chair of the Board of Supervisors

Exhibit A: 2018/2019 Budget
Exhibit B: Budget Funding Agreement

Spencer Creek Community Development District
Fiscal Year 2018/2019 Budget Funding Agreement

This Agreement is made and entered into as of the 3rd day of January, 2019, by and between the **Spencer Creek Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607 (the “**District**”) and **Spencer Creek Development, LLC**, a Florida limited liability company, authorized to do business in the State of Florida, whose mailing address is 111 S. Armenia Avenue, Suite 202, Tampa, Florida 33609 (the “**Developer**”).

Recitals

WHEREAS, the District was established by the Board of County Commissioners of Hillsborough County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining public 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 all real property, as more particularly described in **Exhibit “A”** attached hereto, (the “Property”) within the District, which Property will benefit from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year 2018/2019, which commences on October 16, 2018, the effective date of the ordinance, and concludes on September 30, 2019 (the “Budget”); and

WHEREAS, in lieu of levying special assessments on the Property, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibits “B”** so long as payment is timely provided; 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 **Exhibits “B”** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy non ad valorem special assessments as authorized by law against the Property to pay for the activities, operations and services of the District as set forth in **Exhibits “B”**.

Operative Provisions

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. **Funding Obligations.** From time to time during the 2018/2019 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$_____ in accordance with the Budget attached hereto as **Exhibit “B”** as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **Budget Revisions.** The District and Developer agree that the Budget shall be revised at the end of the 2018/2019 fiscal year to reflect the actual expenditures of the District for the period beginning on October 16, 2018, the effective date of the ordinance, and ending on September 30, 2019. The Developer shall not be responsible for any additional costs other than

those costs provided for in the Budget. However, if the actual expenditures of the District are less than the amount shown in the Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.

3. Amendments. This instrument constitutes 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.

4. Authority. 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.

5. 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.

6. 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 to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.

7. Third Parties. This Agreement is solely for the benefit of the parties hereto 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.

8. Governing Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.

9. Interpretation. 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.

10. Termination of Agreement. The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2018/2019 fiscal year on September 30, 2019. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

11. Costs and Fees. In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Attest:

**Spencer Creek Community
Development District**

By: _____
Name: _____
Secretary

By: _____
Name: _____
Chair of the Board of Supervisors

Witnesses:

Spencer Creek Development, LLC,
a Florida limited liability company

By: _____
Name: _____

By: _____
Jeffery Hills
Manager

By: _____
Name: _____



Spencer Creek

Community Development District

Request for Qualifications for
Engineering Services

December 27, 2018



Contents

Cover Letter	1
Our Firm	3
Team Organization	6
Why Stantec?	8
SF 330	9



Stantec Consulting Services Inc.
777 S. Harbour Island Blvd.
Tampa, Florida 33602

December 20, 2018

Attention: **Brian Lamb, District Manager**
Spencer Creek Community Development District
2005 Pan Am Circle, Suite 120
Tampa, Florida 33607

Dear Brian,

Reference: **Request for Qualifications for Engineering Services, Spencer Creek Community Development District**

Stantec Consulting Services Inc. (Stantec) appreciates the opportunity to submit its qualifications for Professional Engineering Services for the Spencer Creek Community Development District (CDD). In short, the Stantec team is qualified to perform this project due to the following:

- **Previous experience providing district engineering services for numerous West Central Florida-based CDD's/** familiarity with development and staff.
- A seasoned firm, specializing in community development district engineering contracts that **offers an experienced set of eyes for this community's needs.**
- Extensive professional experience with community development districts throughout the Central Florida Region; **over 30 current contracts with CDD's.**
- **A broad range of in-house capabilities and resources** including planning, civil/site engineering, structural engineering, transportation and roadway engineering, survey, GIS, and ecological capabilities.
- **A local Tampa office.**

Stantec is currently providing numerous West Central Florida-based CDD's with professional consulting engineering services and we would really value continuing this relationship with Meritus. Having worked with Meritus for numerous years, we have accumulated a depth of knowledge and history of how you prefer your CDD contracts to be managed. We care about the community and want to make every attempt to provide high quality, reasonably priced consulting services for the District. This commitment truly separates Stantec from all the competing firms. Stantec has staff that exclusively provides services to CDD's, and this commitment means that there is no other priority, and our response time to residents' questions, Board of Supervisors' requests, and District Manager issues is immediate. Also, due to the number of CDD clients, Stantec provides the most efficient services at the most competitive cost.

Stantec is also proud that many CDD clients are fully resident controlled and that we have broad experience in providing the necessary services for infrastructure maintenance needed by the resident board, as well as design services for new projects. Stantec offers community development districts a full scope of services that includes, but is not limited to, the following:

- Stormwater Management Systems and Facilities (including erosion repair)
- Water and Sewer Systems and Facilities
- Landscaping, Street Lighting Design and Plans
- Environmental Permitting
- Government Permitting
- Cost Estimates and Bidding Assistance

- Water Conservation Studies and Design/NPDES Experience
- Water Supply Studies
- Contract Management and Inspection Services
- Expert Witness Testimony
- Irrigation System Plans and Design
- Roadways/Traffic Control Measures

Since 1956, Stantec has grown with Florida, serving both private and public sector clients statewide. With over 400 employees strategically located throughout Florida, Stantec has the talent, flexibility, and resources to provide exceptional services to the Spencer Creek CDD.

Each of the key members of Stantec's project team has extensive experience in the engineering, planning, design, and construction of residential projects. Key personnel for the project would include David A. Kemper, PE, as Principal in Charge; Tonja L. Stewart, PE, as District Engineer/ Project Manager; Keith Diaz, PE, as Engineering Design, and Mark H. Foster, PSM as Surveyor; and other Stantec administrative, CAD, and technical support personnel, as needed.

TONJA L. STEWART, PE, Project Manager

A Senior Project Manager at Stantec and a Florida-registered Professional Engineer, Ms. Stewart offers more than 30 years of experience in a broad range of civil engineering projects, including managing over 30 CDD District Engineering contracts within the Tampa Bay region. She has been responsible for residential, commercial, and industrial site design; including stormwater management, drainage, roadway, water transmission systems, wastewater collection systems, and wetland and flood plain mitigation. Ms. Stewart's credentials include construction management for many of her projects which have entailed inspections, testing, and certification. Her responsibilities include providing coordination with project consultants, including geotechnical engineers, environmental scientists, surveyors, archaeologists, attorneys, and title companies. She also provides support services for re-zonings, annexations, DRIs, and land-use amendments.

Stantec looks forward to hearing from you regarding your selection, and we look forward to continuing to serve as District Engineer for the Spencer Creek Community Development District.

Sincerely,



David A. Kemper, PE, Senior Principal



Our Firm

Firm Overview

The Stantec community unites more than 22,000 specialists working in over 400 locations. We collaborate across disciplines and industries to make buildings, infrastructure, and energy and resource projects happen. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

At Stantec we understand innovation, collaboration, and a strong vision are necessary to create successful projects in the Single and Multi-Unit Family Residential Developments Sector. Our goal in each project is to provide social, environmental, and economic benefits in keeping with the physical site conditions, public expectations, and market realities of the project.

We offer the complete range of professional planning and design services necessary to carry property through planning, approvals and permitting, to design and construction. Stantec's team of experts includes urban planners, civil engineers, and environmental scientists. This team designs distinguished new towns and communities and provides ongoing support to include Community Development District Engineering Contracts. We have earned a strong reputation for helping nationally recognized clients realize the maximum potential of their vision and investment.

Transforming Land

Developing land into a residential or mixed-use community or a public space with parks and trails requires a mix of technical skill and creative vision, as well as insight into development. We merge this expertise to create value for our clients and community.

Our knowledge of the industry runs deep; we know our communities, the local political climate, and the policies that impact a project's progress so we can guide you through the development process. And, we're with you from beginning to end.

Our surveyors, engineers, and transportation experts lay the groundwork for infrastructure, while our planners create designs using knowledge of local regulations to navigate approvals. Our environmental scientists restore and preserve sites. Our public participation experts engage stakeholders to build consensus. And our landscape architects, and project managers bring designs to life. Together, we cover all aspects of land development while balancing what's important to the community and the environment.

We develop spaces of distinct and local character through the following suite of services:

- Planning
- Civil Engineering
- Landscape Architecture
- Surveys/Geomatics
- Urban Design
- Public Consultation
- Architecture/Buildings Engineering
- Construction Administration
- Environmental Management & Infrastructure
- Geotechnical Engineering
- Transportation Planning & Traffic Engineering

Ability of Applicants Professional Personnel

Stantec offers a team that Meritus' staff is familiar through our other district engineering at South Fork III, Carlton Lakes, Summit at Fern Hill and Ventana to name a few. **Tonja Stewart** will be our Project Manager, and she personally brings over two decades of experience in the management of over 30 community development district engineering contracts. She truly embodies the specific expertise to successfully execute this contract. She is joined by a team of professionals that have worked with her on previous community development district contracts, and thus, the entire Stantec team knows how to successfully execute task orders for this type of contract.

Time and Budget Requirements

We give our contract manager full authority to directly commit staff and resources throughout the company.

The contract manager also acts as the "traffic cop" for task assignments and is able to internally coordinate the assigning of tasks to the most qualified personnel, expediting the process and qualifying the assigned staff simultaneously. If the schedule or scope changes during the delivery of any project, our contract manager can coordinate the necessary changes directly with the CDD staff to provide immediate response to your needs, and minimize the effect on the schedule, budget, and quality of work. One of our main objectives is to facilitate the CDD Project Manager's oversight of the projects- be an extension of YOUR staff. This commitment includes four basic concepts:

- Identify, understand, and utilize available technical information (don't reinvent the wheel).
- Maintain the same core team throughout each project to improve efficiency and quality of project delivery.
- Identify the critical path at the proposal phase, and develop realistic schedule and budget.
- Emphasize strong project management to implement a quality project within the agreed upon schedule and budget.

Preparation and Use of a Task-Specific Detailed Work Plan

At Stantec we call our plan for project success a "Work Plan". This job specific work plan includes a fully detailed, resources-loaded schedule that includes all tasks, production activities, permitting milestones, and deliverables included in the scope of work for each task assignment. This work plan also includes both personnel and equipment resources that will be needed, along with their cost elements. This will allow the work plan to be balanced against the project budget. In this way as changes are made to the schedule, financial impacts of those changes can be evaluated. The work plan is the way

Tonja as our Project Manager and team leaders can assure the CDD staff that we will deliver each project as contracted. We have an internal checks and balances system of QA/QC that ensures redundancy at every stage and allows for senior staff to oversee the quality of documents and execution of design during construction.

Past Experience and Performance

Stantec has provided district engineering services for over 50 CDD's in the state of Florida. Our experience in these types of contracts is unparalleled by other professional service firms. Please see SF 330 for further detailed information.

Commitment to Community

Stantec's key qualifications in the comprehensive planning and design of residential developments include:

- Over \$1 billion of capitalization in Florida
- Prime consultant for more than 12 Developments of Regional Impact (projects larger than 1,000 residential units) and over 60 Planned Communities, encompassing more than 50,000 acres and 80,000 residential units.
- District Manager for over 50 community development districts in the state of Florida
- New town developments have included site work for housing, recreation and commercial components.



We create the
communities that
we'd want to call
home.

Our reputation for planning, design and scientific expertise is unparalleled in Florida. We work closely with state and federal governmental agencies early in the design process to obtain their input and concerns. We are particularly strong in offering close relationships with Hillsborough County, SWFWMD, and other local permitting agencies.

Applying experience and leading technologies, our professionals and technical staff transform land into viable projects, creating a responsible fit between physical site conditions, fiscal requirements, and environmental constraints.

Our services are provided on projects around the world through approximately 22,000 employees operating out of more than 400 locations in North America and 4 locations internationally. Our multiple office locations allow for easy management of projects in multiple locations (we have 18 in Florida alone). **These types of projects are a specialty at Stantec.** We understand how CDD's operate because we've experienced large, single-family development from the planning stages, through design, permitting and ultimately, construction. These types of developments are truly at the core of what we do as a firm.

Commitment to Providing District Engineering for Communities

We offer The Spencer Creek Community Development District the expertise of a team that has worked on over 50 Community Development Districts providing District Engineering services. Our track record is unsurpassed in the state for managing district engineering contracts and our Project Manager, Tonja Stewart, is personally known to you and has dedicated her over two decades of experience in managing these types of contracts.

We are a full-service team, available in-house and are ready to serve this contract. The following is a list of our current CDD Contracts, all managed by our local staff.

- Arbor Greene CDD, City of Tampa
- Ballantrae CDD, Pasco County
- Bridgewater CDD, Polk County
- Bridgewater of Wesley Chapel, Pasco County
- Cheval West CDD, Hillsborough County
- Concord Station CDD, Pasco County
- Cypress Creek CDD, Hillsborough County
- Eastlake Oaks CDD, Pinellas County
- Epperson Ranch CDD, Pasco County
- Estancia at Wiregrass CDD, Hillsborough County
- Gramercy Farms CDD, Osceola County

- The Hammocks CDD, City of Tampa
- Heritage Harbor CDD, Hillsborough County
- Hidden Creek, Hillsborough County
- K Bar Ranch CDD, City of Tampa
- Meadow Pointe CDD, Pasco County
- Meadow Pointe III CDD, Pasco County
- Meadow Pointe IV CDD, Pasco County
- Northwood CDD, Pasco County
- Oakstead CDD, Pasco County
- Park Creek CDD, Hillsborough County
- Panther Trace I, II CDD, Hillsborough County
- Parkway Center CDD, Hillsborough County
- Rivercrest CDD, Hillsborough County
- River Bend CDD, Hillsborough County
- Sterling Hill CDD, Hernando County
- Tampa Palms CDD, Hillsborough County
- Union Park CDD, Pasco County
- Westchase CDD, Hillsborough County
- Zephyr Lakes, Pasco County

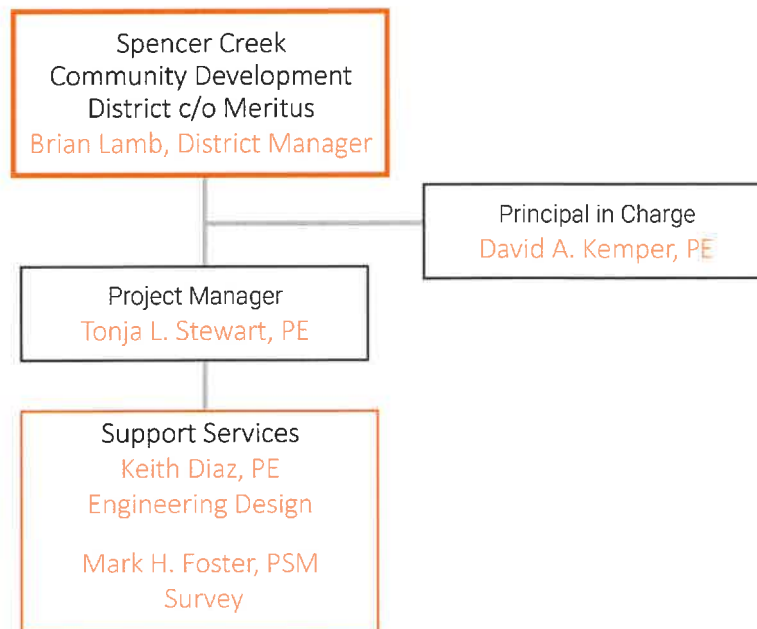
We are confident that we can continue to provide high quality service to Spencer Creek for the Professional Engineering Contract. You are familiar with our team and we pride ourselves on adhering to the utmost standard on client service. The following pages showcase our areas of expertise necessary to fully execute our high level of service to Spencer Creek and they are representative of our Tampa office's staff capabilities.

1.5 million acres
our land planners,
landscape
architects, and other
professionals have
master planned



Team Organization

The organization chart below indicates the names of specific staff proposed for this project. Our team offers local, site-specific experience and expertise in community development district engineering contracts. Our proposed Project Manager Tonja Stewart, is personally known and respected by your organization and staff, along with the local community. We will have no learning curve working together on this district engineering contract.



Key Personnel Overview

Tonja Stewart, PE **Project Manager**

Tonja is highly experienced in a broad range of civil engineering projects that include a specialty in managing community development district engineering contracts. Her responsibilities in managing the contracts include providing coordination with key disciplines like environmental scientists, surveyors, archaeologists, attorneys, and title companies. She has experience with residential, commercial, and industrial site design, including stormwater management, drainage, roadway, water transmission systems, wastewater collection systems, and wetland and flood plain mitigation. She is highly respected for the work she has done on over 30 community development districts within the Tampa Bay Region.

David Kemper, PE **Principal in Charge**

Dave's professional experience includes management and design of residential, office, commercial, industrial, institutional, recreational, and mixed-use projects. He has extensive experience in coordinating the efforts of a multi-disciplined team to address all aspects of the site development including planning/zoning, survey, geotechnical, environmental, biology, traffic, and landscape architecture. This includes a particular emphasis on providing the engineering design after large scale and complex projects have been conceptualized.

Keith Diaz, PE **Engineering Design**

As a Civil Engineering Intern, Keith has experience with many different project types. He has worked public and private sectors in the preparation of construction documents and the permitting approval process. His work ranges from research of local agencies to client interaction to design of water, wastewater, and stormwater facilities.

Mark Foster, PSM **Land Surveyor**

Mark has served in various surveying roles throughout his career, including survey party chief, survey technician, field crew supervisor, project surveyor and survey project manager. His current responsibilities include client coordination, preparation of proposals, management of projects, supervision of field and office personnel and preparation of survey maps and reports.



Why Stantec?

- **Our staff understands the local area**
We live and work in the Tampa area. Our staff understands this area and the permitting process and have a thorough understanding of Spencer Creek.
- **Our similar projects exemplify our expertise and ability to overcome challenges**
We've done this before. We've provided community development district engineering services to over 50 CDD's in the Central Florida Region. We offer you proven solutions and creative design.
- **Project Manager with over two decades of providing district engineering services**
Can you trust that the firm you select is not only knowledgeable in community development districts, but offers a project manager that has personally led the efforts on over 50 community development district contracts? Our team is proven in these areas- you can trust us.
- **A commitment to Meritus**
We understand the staff at Meritus and how they desire their selected district engineer to perform. Our reputation and high level of client services is proven to your staff.

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*)

Engineering Services for the Spencer Creek Community Development District

2. PUBLIC NOTICE DATE

December 2018

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

David A. Kemper, P.E., Senior Principal

5. NAME OF FIRM

Stantec Consulting Services, Inc.

6. TELEPHONE NUMBER

813.223.9500

7. FAX NUMBER

813.223.0009

8. E-MAIL ADDRESS

dave.kemper@stantec.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	X			Stantec Consulting Services, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	777 S. Harbour Island Blvd, Suite 600 Tampa, Florida 33602	District Engineering Services
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

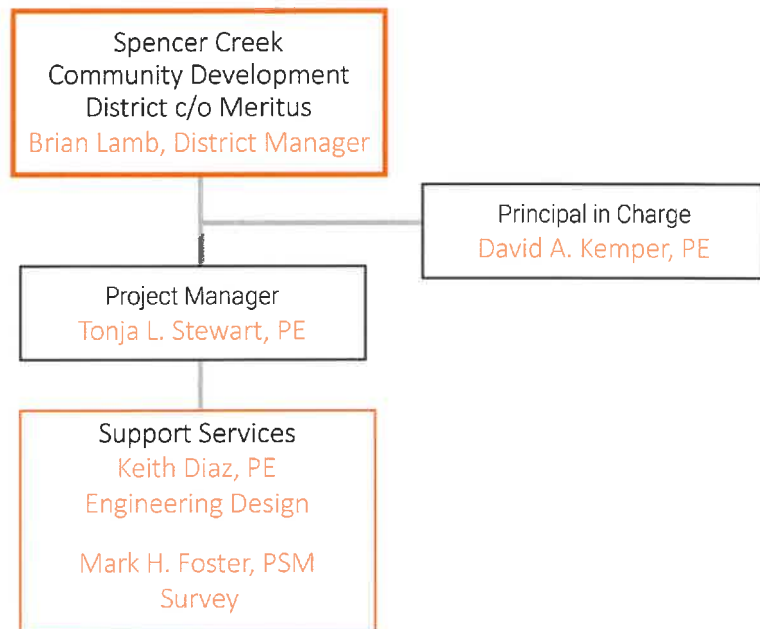
D. ORGANIZATIONAL CHART OF PROPOSED TEAM

Please see attached.



Team Organization

The organization chart below indicates the names of specific staff proposed for this project. Our team offers local, site-specific experience and expertise in community development district engineering contracts. Our proposed Project Manager Tonja Stewart, is personally known and respected by your organization and staff, along with the local community. We will have no learning curve working together on this district engineering contract.



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
David A. Kemker, PE	Principal in Charge	35	15

15. FIRM NAME AND LOCATION (City and State)

Stantec Consulting Services, Inc. – Tampa, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)

Bachelor of Science, Civil Engineering, Missouri University of Science & Technology, Rolla, Missouri, 1979
Master of Science, Engineering Management, Missouri University of Science & Technology, Rolla, Missouri, 1984

17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)

Professional Engineer #36271, State of Florida

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

2011 Engineer of the Year, American Society of Civil Engineers, West Coast Branch

2004 FES/FICE Leadership Institute, Graduate

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Bexley Ranch Land DRI Pasco County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	DRI engineering studies, master water, wastewater and master drainage planning, floodplain studies, and preliminary cost estimating. Stantec has completed extensive site analysis and design alternatives to assist the property owner and developer, Newland Communities, with the future development and use of this site located in central Pasco County directly adjacent to the Suncoast Parkway.		
b.	Eagle Brooke Golf and Country Club Polk County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Provided civil/site engineering and environmental permitting for this 400-acre residential golf course community. Services included establishment of a Community Development District (CDD).		
c.	The Preserve at Wilderness Lakes Community Development District Pasco County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for overall project and team management for a range of engineering services associated with serving as the Community Development District (CDD) District Engineer for this development of 850 lots on +/- 578 acres. The CDD assets include a high end recreation facility, roadways, security gates, stormwater management systems, landscape/hardscape, and irrigation systems.		
d.	Toulon Master Planned Community Hillsborough County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for overall client interface and project and team management. Stantec was retained as a multi-disciplinary consultant in the development of the Toulon Development. The site is a 218-acre, multi-phased, 232-unit, single-family residential subdivision.		
e.	Bella Verde (f.k.a. Cannon Ranch) Pasco County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for overall client interface and team management. for the planning, design, landscape architecture, and permitting services for Bella Verde, a 2,005-acre master planned community consisting of approximately 4,200 single-family units, major roadways, 18-hole Arnold Palmer signature golf course and clubhouse, 200,000 s.f. of commercial/retail/office space, and recreational parks.		

STANDARD FORM 330

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Tonja Stewart, PE	Project Manager	31	12

15. FIRM NAME AND LOCATION (City and State)
Stantec Consulting Services, Inc. – Tampa, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Science, Civil Engineering, University of Alabama, Tuscaloosa, Alabama, 1987	Registered Engineer #47704, State of Florida

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
2009 Tampa Bay Builders, Associate of the Year 1997 Hillsborough County Chamber of Commerce, Leadership Hillsborough

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Carlton Lakes Community Development District, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input type="checkbox"/> Check if project performed with current firm	
	Responsible for the preparation of reports of the District Engineer for the CDD bond validation and the issuance of bonds, which were used to construct public improvements and community facilities. As the District Engineer, we also reviewed and processed construction requisitions for the funding of such work. As the development was constructed, we worked with the District Manager's office for preparation and implementation of long-term maintenance plans for CDD owned improvements.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	South Fork III Community Development District, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
b.	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for the preparation of reports of the District Engineer for the CDD bond validation and the issuance of bonds, which were used to construct public improvements and community facilities. As the District Engineer, we also reviewed and processed construction requisitions for the funding of such work. As the development was constructed, we worked with the District Manager's office for preparation and implementation of long-term maintenance plans for CDD owned improvements.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Ventana Community Development District, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
c.	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for the preparation of reports of the District Engineer for the CDD bond validation and the issuance of bonds, which were used to construct public improvements and community facilities. As the District Engineer, we also reviewed and processed construction requisitions for the funding of such work. As the development was constructed, we worked with the District Manager's office for preparation and implementation of long-term maintenance plans for CDD owned improvements.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Summit at Fern Hill Community Development District, Florida		CONSTRUCTION (if applicable)
d.	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for the preparation of reports of the District Engineer for the CDD bond validation and the issuance of bonds, which were used to construct public improvements and community facilities. As the District Engineer, we also reviewed and processed construction requisitions for the funding of such work. As the development was constructed, we worked with the District Manager's office for preparation and implementation of long-term maintenance plans for CDD owned improvements.		
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Hidden Creek Community Development District, Florida	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
e.	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for the preparation of reports of the District Engineer for the CDD bond validation and the issuance of bonds, which were used to construct public improvements and community facilities. As the District Engineer, we also reviewed and processed construction requisitions for the funding of such work. As the development was constructed, we worked with the District Manager's office for preparation and implementation of long-term maintenance plans for CDD owned improvements.		

STANDARD FORM 330

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Keith Diaz, PE	Engineering Designer	3	3

15. FIRM NAME AND LOCATION (City and State)
Stantec Consulting Services, Inc. – Tampa, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Science, Civil Engineering, University of Central Florida, Orlando, Florida, 2012 Associate of Arts, Engineering, College of Central Florida, Orlando, Florida, 2009	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Member, American Society of Civil Engineers

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Meadow Pointe I, III, IV Community Development District Pasco County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for assisting the District Engineer on civil engineering tasks. Stantec serves as District Engineer and has been responsible for the design, permitting and construction administration of a 3,800 s.f. fitness center, as well as periodic inspections of the community stormwater facilities for Meadow Pointe I. Stantec is serving Meadow Pointe III that contains a park site, park/recreation area, and a total of 1,788 units and associated infrastructure. Stantec is providing CDD services on Meadow Pointe IV as well.		
b.	Heritage Harbor Community Development District Hillsborough County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for assisting the District Engineer on civil engineering tasks. Heritage Harbor CDD contains approximately 600 single family units, a public golf course, stormwater management facilities, landscape/hardscape and irrigation systems. Stantec provides ongoing, as needed, engineering services for proper operation and maintenance of District assets. Stantec also assisted in the development of a water conservation plan for the golf course.		
c.	Oakstead Community Development District Pasco County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for assisting the District Engineer on civil engineering tasks. Stantec was selected for annual district engineering services to assist the District Manager and Board of Supervisors to properly budget, operate, and maintain CDD infrastructure, which included roads, stormwater management facilities and recreation facilities. The CDD is fully controlled by a Resident Board of Supervisors.		
d.	Concord Station Community Development District Pasco County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for assisting the District Engineer on civil engineering tasks. Concord Station CDD manages a partially completed planned community containing single family units, a recreation facility, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure.		
e.	South Fork Community Development District Pasco County, Florida		
	(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Responsible for assisting the District Engineer on civil engineering tasks. South Fork CDD manages a completed planned community containing single family units, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure.		

STANDARD FORM 330

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mark H. Foster, PSM	Land Surveyor	30	11

15. FIRM NAME AND LOCATION (City and State)
Stantec Consulting Services, Inc. – Tampa, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
	Professional Land Surveyor #5535, State of Florida

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Point of Contact, Society of American Military Engineers, Tampa Bay Post

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Lake Toscana Conservation Subdivision Hillsborough County, Florida	2003-2007	
(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	

a. Responsible for project surveying activities to include the boundary surveys associated with the acquisition of property, surveys of Ordinary High Water Line of the Little Manatee River to document the limits of Sovereignty Submerged Lands, and subdivision plat preparation for a 102-lot subdivision located on the site of an old 510-acre dairy farm on the banks of the Little Manatee River in southern Hillsborough County.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Winthrop Village Traditional Neighborhood Design (TND) Hillsborough County, Florida	2006-2008	
(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	

b. Responsible for the preparation of boundary surveys to support property acquisition, subdivision platting, construction layout, and as-built surveys for a 256-unit, traditional neighborhood design (TND) project. Special care was also required at the project boundaries to ensure compatibility with the surrounding developments.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Westlake Village Hillsborough County, Florida	2005-2008	
(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	

c. Responsible for the preparation of surveys with associated on-site geotechnical investigations and for the off-site route survey needed to support the design of transportation improvements for this proposed development near the Sun City Center.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Toulon Master Planned Community Hillsborough County, Florida	2004-2007	
(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	

d. Responsible for the platting and construction related efforts for this phased master planned development. The site is a 218-acre, multi-phased, 232-unit, single-family residential subdivision.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Bay Pines Mobile Home Park City of Seminole, Florida	2007-2008	
(3) BRIEF DESCRIPTION (Brief Scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	

e. Responsible for project surveying activities, research, computations, and document production required to provide planning, design and engineering services for the residential infill redevelopment of a 57-acre mobile home park located in City of Seminole near the Boca Ciega Bay.

20. EXAMPLE PROJECT
KEY NUMBER

1

23. PROJECT OWNER'S INFORMATION

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many as requested by the agency, or 10 projects if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER**2****21. TITLE AND LOCATION (City and State)**

**Meadow Pointe IV Community Development District
Pasco County, Florida**

22. YEAR COMPLETED**PROFESSIONAL SERVICES**

Ongoing

CONSTRUCTION (if applicable)**23. PROJECT OWNER'S INFORMATION****a. PROJECT OWNER****Meadow Pointe IV CDD****b. POINT OF CONTACT NAME****Christine Peukils, Rizzetta & Co.****c. POINT OF CONTACT PHONE NUMBER****813.994.1001****24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)**

District Engineering services includes the operation and maintenance of District infrastructure, including roads and stormwater management systems.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec Consulting Services, Inc.	Tampa, Florida	CDD Engineer
b.			
c.			

STANDARD FORM
69

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many as requested by the agency, or 10 projects if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3				
21. TITLE AND LOCATION (City and State) Gramercy Farms Community Development District City of St. Cloud, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(if applicable)</i></td> </tr> <tr> <td>Ongoing</td> <td></td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>	Ongoing	
PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>					
Ongoing						
23. PROJECT OWNER'S INFORMATION						
a. PROJECT OWNER Gramercy Farms CDD	b. POINT OF CONTACT NAME Anthony Jeancola, Rizzetta and Co.	c. POINT OF CONTACT PHONE NUMBER 407.472.2471				
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)						

Stantec is providing District Engineering services includes the operation and maintenance of District infrastructure, including stormwater management systems.

Our team has been responsible for ongoing client and project coordination, account management, and project scheduling.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec Consulting Services, Inc.	Tampa, Florida	CDD Engineer
b.			
c.			

STANDARD FORM

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many as requested by the agency, or 10 projects if not specified.
Complete one Section F for each project.)

**20. EXAMPLE PROJECT
KEY NUMBER****4****21. TITLE AND LOCATION (City and State)**

**Carlton Lake Community Redevelopment District
Hillsborough, Florida**

22. YEAR COMPLETED**PROFESSIONAL SERVICES****CONSTRUCTION (if applicable)****Ongoing****23. PROJECT OWNER'S INFORMATION****a. PROJECT OWNER****Carlton Lake CDD****b. POINT OF CONTACT NAME****Nicole Hicks, Meritus District****c. POINT OF CONTACT PHONE NUMBER****813.994.1001****24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)**

Upon completion of the project, Stantec was selected for annual district engineering services to assist the District Manager and Board of Supervisors to properly budget, operate, and maintain CDD infrastructure, which includes roads and stormwater management facilities.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec Consulting Services, Inc.	Tampa, Florida	CDD Engineer
b.			
c.			

STANDARD FORM**71**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many as requested by the agency, or 10 projects if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION (City and State)

**Oakstead Community Development District
Pasco County, Florida**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(if applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT PHONE NUMBER

Oakstead CDD

Andy Mendenhall, Severn Trent

813. 991.1116

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

Stantec was selected for annual district engineering services to assist the District Manager and Board of Supervisors to properly budget, operate, and maintain CDD infrastructure, which includes roads, stormwater management facilities and recreation facilities.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec Consulting Services, Inc.	Tampa, Florida	CDD Engineer
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many as requested by the agency, or 10 projects if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER**6****21. TITLE AND LOCATION (City and State)**

**Union Park Community Development District
Pasco County, Florida**

22. YEAR COMPLETED**PROFESSIONAL SERVICES****CONSTRUCTION (if applicable)****Ongoing****23. PROJECT OWNER'S INFORMATION****a. PROJECT OWNER****b. POINT OF CONTACT NAME****c. POINT OF CONTACT PHONE NUMBER****Union Park CDD****Paul Cusmano, DPFG****813. 418.7473 – Ext. 104****24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)**

Union Park CDD manages a partially completed planned community containing single family units, a recreation facility, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure, as well as annual public facilities reports.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**(1) FIRM NAME****(2) FIRM LOCATION (City and State)****(3) ROLE****a.** Stantec Consulting Services, Inc.

Tampa, Florida

CDD Engineer

b.**c.****STANDARD FORM****73**

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many as requested by the agency, or 10 projects if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7				
21. TITLE AND LOCATION (City and State) Ballantrae Community Development District Pasco County, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION <i>(if applicable)</i></td> </tr> <tr> <td>Ongoing</td> <td></td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>	Ongoing	
PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>					
Ongoing						
23. PROJECT OWNER'S INFORMATION						
a. PROJECT OWNER Ballantrae CDD	b. POINT OF CONTACT NAME Paul Cusmano, DPFG	c. POINT OF CONTACT PHONE NUMBER 813. 418.7473 – Ext. 104				
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)						

Stantec is the CDD Engineer, providing ongoing services as needed by the Board of Supervisors and District Manager. We are providing District Engineering services to maintain District owned and maintained infrastructure, including wet detention stormwater ponds.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec Consulting Services, Inc.	Tampa, Florida	CDD Engineer
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many as requested by the agency, or 10 projects if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
	8

21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Northwood Community Development District Pasco County, Florida	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
	Ongoing	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT PHONE NUMBER
Norwood CDD	Nicole Hicks, Meritus Districts	813. 873.7300

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(include scope, size, and cost)</i>
--

We served as District Engineer and have been responsible for the design, permitting, and construction administration of a 2,000 s.f. clubhouse, as well as Southwest Florida Water Management District periodic inspections of the community stormwater facilities.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Stantec Consulting Services, Inc.	Tampa, Florida	CDD Engineer
b.			
c.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

*(Present as many as requested by the agency, or 10 projects if not specified.
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

9

21. TITLE AND LOCATION (City and State)

**South Fork III Community Development District
Hillsborough County, Florida**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION (if applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

b. POINT OF CONTACT NAME

c. POINT OF CONTACT PHONE NUMBER

South Fork III CDD

Nicole Hicks, Meritus Districts

813. 991.1116

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

South Fork CDD manages a completed planned community containing single family units, stormwater management systems, and common areas. Stantec provides engineering services for proper operation and maintenance of CDD infrastructure.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

(2) FIRM LOCATION (City and State)

(3) ROLE

a. Stantec Consulting Services, Inc.

Tampa, Florida

CDD Engineer

b.

c.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many as requested by the agency, or 10 projects if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER**10****21. TITLE AND LOCATION (City and State)**

**Rivercrest Community Development District
Hillsborough County, Florida**

22. YEAR COMPLETED**PROFESSIONAL SERVICES****CONSTRUCTION (if applicable)****Ongoing****23. PROJECT OWNER'S INFORMATION****a. PROJECT OWNER****b. POINT OF CONTACT NAME****c. POINT OF CONTACT PHONE NUMBER****Rivercrest CDD****Brian Howell, Meritus Districts****813. 873.7300****24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)**

The Stantec team is responsible for ongoing client and project coordination, account management, and project scheduling. Stantec was selected for annual district engineering services to assist the District Manager and Board of Supervisors to properly budget, operate, and maintain CDD infrastructure, which includes stormwater management facilities and recreation facilities.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Stantec Consulting Services, Inc.	Tampa, Florida	CDD Engineer
b.			
c.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Bridgewater Community Development District City of Lakeland, FL	6	Union Park Community Development District Pasco County, FL
2	Meadow Pointe IV Community Development District, Pasco County, FL	7	Ballantrae Community Development District Pasco County, FL
3	Gramercy Farms Community Development District, City of St. Cloud, FL	8	Northwood Community Development District Pasco County, FL
4	Carlton Lake Community Redevelopment District, Hillsborough, FL	9	South Fork III Community Development District Hillsborough County, FL
5	Oakstead Community Development District Pasco County, FL	10	Rivercrest Community Development District Hillsborough County, FL

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Stantec provides engineering, planning, permitting, and cost estimating services for Community Development Districts (CDDs), dependent and independent districts, Municipal Service Taxing Units/Benefit Units (MSTU/BU), and other special assessment districts. We have a current working relationship with Meritus and have worked with several fully- developed CDD's within Pasco and Hillsborough Counties and the City of Tampa. We offer a total scope of services that includes, but is not limited to, the following:

- ✓ General Consultation on District Issues
- ✓ Master Planning of Infrastructure
- ✓ Water Management Systems and Facilities
- ✓ Water and Sewer Systems and Facilities
- ✓ Roads, Landscaping and Street Lighting Design and Plans
- ✓ Existing Systems Studies and Analysis
- ✓ Environmental Permitting
- ✓ Cost Estimates for Plan Implementation
- ✓ Bidding and Contractor Selection
- ✓ Government Permitting
- ✓ Water Conversation Studies and Design
- ✓ Water Supply Studies
- ✓ Construction Phase Observation
- ✓ Contract Management and Inspection Services
- ✓ Expert Witness Testimony
- ✓ Utility Rate Studies
- ✓ Potable Water System Plans and Design
- ✓ Irrigation System Plans and Design
- ✓ Wastewater Collection System Plans and Design
- ✓ Engineering Reports for Bonding

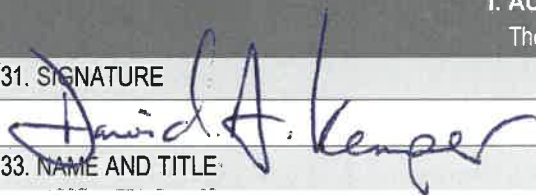
The following represents Stantec's additional prior experience in CDD's, Independent Districts and MSTU/BUS:

- | | |
|---|--|
| ✓ Ballantrae CDD, Pasco County | ✓ Cheval West CDD, Hillsborough County |
| ✓ Bridgewater of Wesley Chapel, Pasco County | ✓ Cypress Creek CDD, Hillsborough County |
| ✓ Chapel Creek CDD, Pasco County | ✓ Hammocks CDD, City of Tampa |
| ✓ Concord Station CDD, Pasco County | ✓ Hawk's Point CDD, Hillsborough County |
| ✓ Eastlake Oaks CDD, Pinellas County | ✓ Heritage Harbor CDD, Hillsborough County |
| ✓ Meadow Point I CDD, III, IV CDD, Pasco County | ✓ Heritage Isles CDD, City of Tampa |
| ✓ New River CDD, Pasco County | ✓ K Bar Ranch CDD, City of Tampa |
| ✓ Northwood CDD, Pasco County | ✓ Panther Trace I, II CDD, Hillsborough County |
| ✓ Oakstead CDD, Pasco County | ✓ River Bend CDD, Hillsborough County |
| ✓ Preserve @ Wilderness Lake CDD, Pasco County | ✓ Rivercrest CDD, Hillsborough County |
| ✓ Bridgewater CDD, Polk County | ✓ Waterchase CDD, Hillsborough County |
| ✓ Union Park CDD, Pasco County | ✓ Westchase CDD, Hillsborough County |
| ✓ Arbor Greene CDD, City of Tampa | ✓ Parkway Center CDD, Hillsborough County |

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

December 20, 2018

33. NAME AND TITLE

David A. Kemper, PE, Senior Principal

ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME Stantec Consulting Services Inc.			3. YEAR ESTABLISHED 2012	4. UNIQUE ENTITY IDENTIFIER 07-872-1737
2b. STREET 777 S Harbour Island Boulevard, Suite 600			5. OWNERSHIP	
2c. CITY Tampa			a. TYPE Corporation	
2d. STATE FL	2e. ZIP CODE 33602-3921		b. SMALL BUSINESS STATUS N/A	
6a. POINT OF CONTACT NAME AND TITLE David A. Kemper, PE, Senior Principal			7. NAME OF FIRM (If block 2a is a branch office) Stantec Inc.	
6b. TELEPHONE NUMBER (813) 223-9500		6c. E-MAIL ADDRESS dave.kemper@stantec.com		
8a. FORMER FIRM NAME(S) (If any) MWH Americas Inc. Wilson Miller, Inc.			8b. YEAR ESTABLISHED 1993 1956	8c. UNIQUE ENTITY IDENTIFIER 14-865-2431 55-683-5408

9. EMPLOYEES BY DISCIPLINE

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (See Below)
		(1) Firm	(2) Branch			
02	Administrative	3606	31	B02	Bridges	9
06	Architect	958	0	C15	Construction Management	8
07	Biologist	247	1	C16	Construction Surveying	7
08	CAD Technician	662	6	E02	Educational Facilities, Classrooms	10
10	Chemical Engineer	60	1	E09	EIS, Assessments of Statements	10
12	Civil Engineer	2071	16	E12	Environmental Remediation	10
15	Construction Inspector	256	1	H07	Highways; Streets; Airfield Paving; Parking Lots	10
21	Electrical Engineer	671	2	H09	Hospital & Medical Facilities	10
23	Environmental Engineer	471	2	H11	Housing (Residential, Multi-Family, Apts, Condos)	10
24	Environmental Scientist	842	2	I01	Industrial Buildings, Manufacturing Plants	9
29	GIS Specialist	171	3	O01	Office Buildings, Industrial Parks	8
34	Hydrologist	83	1	P05	Planning (Comm., Regional, Areawide and State)	8
38	Land Surveyor	423	18	P06	Planning (Site, Installation, and Project)	8
39	Landscape Architect	204	3	R04	Recreation Facilities (Parks, Marinas, Etc.)	8
42	Mechanical Engineer	600	1	S04	Sewage Collection, Treatment and Disposal	9
47	Planner, Urban/Regional	262	4	S10	Surveying, Platting, Mapping, Flood Plain Studies	8
48	Project Manager	765	9	S13	Storm Water Handling & Facilities	7
57	Structural Engineer	654	2	T03	Traffic & Transportation Engineering	10
58	Technician/Analyst	1948	2	T04	Topographic Surveying and Mapping	4
60	Transportation Engineer	282	3	U02	Urban Renewals; Community Development	8
	Other	1732	0	W02	Water Resources, Hydrology, Ground Water	9
Total		16968	108	W03	Water Supply, Treatment and Distribution	10

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(insert revenue index number shown at right)


a. Federal Work	10
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE December 20, 2018
c. NAME AND TITLE David A. Kemper, PE, Senior Principal	

**SPENCER CREEK
COMMUNITY DEVELOPMENT DISTRICT**

December 6, 2018 Minutes of Regular Meeting and Public Hearing

Minutes of the Regular Meeting and Public Hearing

The Regular Meeting and Public Hearing of the Board of Supervisors for the Spencer Creek Community Development District was held on **Thursday, December 6, 2018 at 1:45 p.m.** at The Offices of Meritus located at 2005 Pan Am Circle, Suite 120, Tampa, FL 33607.

1. CALL TO ORDER

Debby Nussel called the Regular Meeting and Public Hearing of the Board of Supervisors of the Spencer Creek Community Development District to order on **Thursday, December 6, 2018 at 1:45 p.m.**

Board Members Present and Constituting a Quorum:

Jeff Hills	Chair
Nick Dister	Vice Chair
Ryan Motko	Supervisor
Steve Luce	Supervisor

Staff Members Present:

Debby Nussel	Meritus	
Vivek Babbar	Straley Robin Vericker	<i>via speakerphone</i>

There were no members of the general public in attendance.

2. OATH OF OFFICE

Mrs. Nussel stated that the four Supervisors present had submitted their Oaths of Office, and she will put them in the Records of Proceedings.

3. PUBLIC COMMENTS ON AGENDA ITEMS

There were no public comments.

4. RECESS TO PUBLIC HEARING

Mrs. Nussel directed the Board to recess to the Public Hearing.

5. PUBLIC HEARING ON LEVYING SPECIAL ASSESSMENTS

A. Open the Public Hearing

MOTION TO:	Open the public hearing.
MADE BY:	Supervisor Hills
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

B. Staff Presentations

Mr. Babbar went over the resolution with the Board.

C. Public Comments

There were no public comments.

D. Open the Public Hearing on Levying Special Assessments

MOTION TO:	Close the public hearing.
MADE BY:	Supervisor Luce
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

E. Consideration of Resolution 2019-26; Levying Special Assessments

The Board reviewed the resolution.

MOTION TO:	Approve Resolution 2019-26.
MADE BY:	Supervisor Dister
SECONDED BY:	Supervisor Hills
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

85
86 **6. RETURN AND PROCEED TO REGULAR MEETING**
87

88 Mrs. Nussel directed the Board to return and proceed to the Regular Meeting.
89
90

91 **7. BUSINESS ITEMS**

92 **A. Consideration of Resolution 2019-27; Canvassing & Certifying the Results of the**
93 **Landowners Election**
94

95 Mrs. Nussel went over the resolution with the Board. Supervisor Hills is Seat 1 with a four-year
96 term, Supervisor Dister is Seat 2 with a four-year term, Supervisor Motko is Seat 3 with a two-
97 year term, Supervisor Luce is Seat 4 with a two-year term, and Supervisor Viera is Seat 5 with a
98 two-year term.
99

MOTION TO:	Approve Resolution 2019-27.
MADE BY:	Supervisor Hills
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

106
107 **B. Consideration of Resolution 2019-28; Designating Officers**
108

109 Mrs. Nussel went over the resolution with the Board. The Board discussed the officers.
110 Supervisor Hills will be Chair, and Supervisor Dister will be Vice Chair. Brian Lamb with
111 Meritus will be Secretary, Eric Davidson with Meritus will be Treasurer, and the rest of the
112 Board will be Assistant Secretaries.
113

MOTION TO:	Approve Resolution 2019-28 as stated.
MADE BY:	Supervisor Luce
SECONDED BY:	Supervisor Motko
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

120
121 **C. General Matters of the District**
122
123
124

125 **8. CONSENT AGENDA**

126 **A. Consideration of Minutes of the Special Organizational Meeting Oct. 18, 2018**

127 **B. Consideration of Minutes of the Regular Meeting December 6, 2018**

128
129 The Board reviewed the Consent Agenda items.
130

MOTION TO:	Approve the Consent Agenda.
MADE BY:	Supervisor Hills
SECONDED BY:	Supervisor Motko
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

137
138
139 **9. VENDOR/STAFF REPORTS**

140 **A. District Counsel**

141
142 Mr. Babbar stated that the bond validation is scheduled for January 10, 2019 at 2:00 p.m.
143

144 **B. District Engineer**

145 **C. District Manager**
146
147

148 **10. SUPERVISOR REQUESTS**

149
150 There were no supervisor requests or audience comments.
151

152
153 **11. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION**

154
155 There were no audience questions or comments.
156

157
158 **12. ADJOURNMENT**
159

MOTION TO:	Adjourn.
MADE BY:	Supervisor Motko
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion Passed Unanimously

**Please note the entire meeting is available on disc.*

**These minutes were done in summary format.*

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Printed Name

Title:

- ☐ **Secretary**
☐ **Assistant Secretary**

Signature

Printed Name

Title:

- ☐ **Chairman**
☐ **Vice Chairman**

Recorded by Records Administrator

Signature

Date

Official District Seal

Spencer Creek Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Monthly Contract Sub-Total		\$ 0.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
DEO	73000	\$ 150.00		FY 2018/2019 Special District Fee - 10/01/2018
Tampa Bay Times	693421 100818	497.00		Notice of Special Meeting - 10/07/2018
Additional Services Sub-Total		\$ 647.00		
TOTAL:		\$ 647.00		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2018/2019 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 73000			Date Invoiced: 10/18/2018
Annual Fee: \$150.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/17/2018: \$150.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



OCT 22 2018

Spencer Creek Community Development District

Mr. Brian Lamb

Meritus

2005 Pan Am Circle, Suite 120

Tampa, FL 33607

2. Telephone: (813) 397-5120
3. Fax: (813) 837-7070
4. Email: brian.lamb@merituscorp.com
5. Status: Independent
6. Governing Body: Elected
7. Website Address: Not on file - please provide. - *spencer creek cdd.com*
8. County(ies): Hillsborough
9. Function(s): Community Development
10. Boundary Map on File: 10/18/2018
11. Creation Document on File: 10/18/2018
12. Date Established: 10/16/2018
13. Creation Method: Local Ordinance
14. Local Governing Authority: Hillsborough County
15. Creation Document(s): County Ordinance 18-29
16. Statutory Authority: Chapter 190, Florida Statutes
17. Authority to Issue Bonds: Yes
18. Revenue Source(s): Assessments
19. Most Recent Update: 10/18/2018

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature:  Date 10/23/18

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. ☐ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. ☐ This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. ☐ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2016/2017 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ☐ Denied: ☐ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2018/2019 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 73000			Date Invoiced: 10/18/2018
Annual Fee: \$150.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/17/2018: \$150.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:

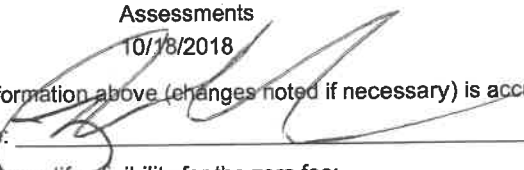


OCT 22 2018

Spencer Creek Community Development District
 Mr. Brian Lamb
 Meritus
 2005 Pan Am Circle, Suite 120
 Tampa, FL 33607

2. Telephone: (813) 397-5120
 3. Fax: (813) 837-7070
 4. Email: brian.lamb@merituscorp.com
 5. Status: Independent
 6. Governing Body: Elected
 7. Website Address: Not on file - please provide. - *spencer creek cdd.com*
 8. County(ies): Hillsborough
 9. Function(s): Community Development
 10. Boundary Map on File: 10/18/2018
 11. Creation Document on File: 10/18/2018
 12. Date Established: 10/16/2018
 13. Creation Method: Local Ordinance
 14. Local Governing Authority: Hillsborough County
 15. Creation Document(s): County Ordinance 18-29
 16. Statutory Authority: Chapter 190, Florida Statutes
 17. Authority to Issue Bonds: Yes
 18. Revenue Source(s): Assessments
 19. Most Recent Update: 10/18/2018

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature:  Date 10/23/18

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. ☐ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. ☐ This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. ☐ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2016/2017 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ☐ Denied: ☐ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

October 18, 2018

Mr. Brian K. Lamb
Meritus Corporation
2005 Pan Am Circle, Suite 120
Tampa, Florida 33607

**Re: Spencer Creek Community Development District
Established by Hillsborough County Ordinance 18-29**

Dear Mr. Lamb:

Ms. Lynn Butler recently registered the above referenced special district with the Special District Accountability Program and identified you as its registered agent. In accordance with Section 189.061(1), *Florida Statutes*, I have classified the district's status as independent.

All special districts must comply with the requirements of Chapter 189, Florida Statutes, and Rule Chapter 73C-24, Florida Administrative Code. As part of these requirements, please verify and update the information on the enclosed *Special District Fee Invoice and Update Form*, sign and date it then return it along with the required state fee to the address below by the due date on the form. It is very important that the information on this form be complete and accurate since we must make this information available through the *Official List of Special Districts Online*. As an option, you may pay the state fee with a Visa or MasterCard at FloridaJobs.org/SpecialDistrictFee.

Florida Department of Economic Opportunity
Bureau of Budget Management
107 E. Madison Street, MSC 120
Tallahassee, FL 32399-4124

Please visit the *Florida Special District Handbook Online* at FloridaJobs.org/SpecialDistrictHandbook to learn about special district requirements, such as the annual special district fee, website content, and financial reporting to the Florida Department of Financial Services and the Florida Auditor General. If you have any questions, please do not hesitate to call me at (850) 717-8430.

Sincerely,

Jack Gaskins Jr.
Special District Accountability Program

Enc.: Special District Fee Invoice and Update Form

cc: Hillsborough County Clerk (w/o enclosure)

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Spencer Creek Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Monthly Contract Sub-Total		\$ 0.00		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Kaeser & Blair	81101345	\$ 100.33		250 - Laser Checks - 11/08/2018
Meritus Districts	8748	600.00		Website Creation - 11/09/2018
Tampa Bay Times	680360 092118	450.00		Notice of Established District - 09/21/2018
Tampa Bay Times	680360 092818	450.00		Notice of Established District - 09/28/2018
Tampa Bay Times	703676 102918	384.50		Notice of FY 2018/19 Meetings - 10/27/2018
Tampa Bay Times	189465 103118	27.06		Finance Charge - 10/31/2018
Tampa Bay Times	706344 110918	1,084.00		Notice of PH Assessments - 11/09/2018
Tampa Bay Times	699084 111618	1,071.30		Notice of Landowner's Election - 11/09/2018 to 11/16/2018
Tampa Bay Times	706344 111618	918.00	\$ 4,384.86	Notice of PH Assessments - 11/16/2018
Additional Services Sub-Total		\$ 5,085.19		
TOTAL:		\$ 5,085.19		

Spencer Creek Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
--------	---------------------------	--------	-----------------	----------------------

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary



4236 Grissom Drive
Batavia, Ohio 45103
(800) 607-8824
FAX (800) 322-6000
credit@kaeser-blair.com

INVOICE

INVOICE NO. 81101345
DATE: 11/12/18

CUSTOMER NUMBER 003084089

DEALER NUMBER 88178

BILL TO:

SPENCER CREEK CDD
ATTN: TERESA X-340 FARLOW
2005 PAN AM CIRCLE
SUITE# 120
TAMPA, FL 33607

SHIP TO:

SPENCER CREEK CDD
ATTN: TERESA X-340 FARLOW
2005 PAN AM CIRCLE #120
TAMPA, FL 33607

YOUR PO NUMBER

SPENCER CREEK CHECKS

DATE SHIPPED

11/08/18

SHIP VIA

OTHER

TERMS

NET-30

QUANTITY	PRODUCT NO	DESCRIPTION	UNIT PRICE	AMOUNT
1	L1037MB	250-LASER CHECKS, MARBLE BLUE	86.0000	86.00
1		PROOF	.0000	.00

YOUR AUTHORIZED K&B DEALER IS
MG Promotional Products
TO REORDER CALL 813-949-9000
OR EMAIL TO mikeg@mgpromotionalproducts.com

You can now pay your invoice online at
paykaeser.com

Mrs. Adim
DN

SUBTOTAL 86.00
** SALES TAX .00
LESS: PAYMENT/DEPOSIT .00
SHIPPING & HANDLING 14.33
TOTAL DUE 100.33

PLEASE MAKE ALL CHECKS PAYABLE TO KAESER & BLAIR, INC.

Please enclose remittance coupon with payment. See back for additional information.



003084089

88178

3771 Solutions Center
Chicago, IL 60677-3007

SPENCER CREEK CDD
ATTN: TERESA X-340 FARLOW
2005 PAN AM CIRCLE
SUITE# 120
TAMPA, FL 33607

REMITTANCE

INVOICE NO. 81101345
DATE: 11/12/18

TOTAL DUE: 100.33
Amount Paid

☐ IF PAYING BY CREDIT CARD,
CHECK THIS BOX AND SEE THE
BACK OF THIS FORM.

2005 Pan Am Circle
Suite 120
Tampa, FL 33607

INVOICE

Invoice Number: 8748
Invoice Date: Nov 9, 2018
Page: 1

Bill To: Spencer Creek CDD 2005 Pan Am Circle Suite 120 Tampa, FL 33607	Ship to:
--	-------------------------------------

Customer ID	Customer PO	Payment Terms	
Spencer_Creek CDD		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		11/9/18

Quantity	Item	Description	Unit Price	Amount
		Website creation		600.00

Subtotal	600.00
Sales Tax	
Total Invoice Amount	600.00
Payment/Credit Applied	
TOTAL	600.00

200189465000000000000000311000009085600018040000000000000000000000000⁹⁹000007

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: PH Assessments** was published in **Tampa Bay Times: 11/9/18, 11/16/18**. in said newspaper in the issues of **Tampa Tribune Southeast**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

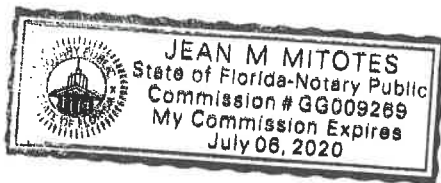
Signature of Affiant

Sworn to and subscribed before me this 11/16/2018.

Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____



NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENT PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR MEETING OF THE SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors ("Board") for the Spencer Creek Community Development District ("District") will hold public hearings and a regular meeting at 1:45 p.m., on December 6, 2018, at the offices of Meritus, 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607.

The purpose of this public hearing will be to consider the adoption of an assessment roll, to secure proposed Special Assessment Revenue Bonds on benefited lands within the District, and to provide for the levy, collection and enforcement of the special assessments. At this hearing, the Board will hear testimony from any interested property owners as to the propriety and advisability of the proposed bonds on certain benefitting lands within the District, more fully described in the Master Assessment Methodology Report dated October 18, 2018. The proposed bonds will fund a portion of the improvements described in the Report of the District Engineer dated October 11, 2018. The Board will hear information relative to the imposition of special assessments on benefitting lands and will sit as an equalizing Board to consider comments on these assessments. The public hearing is being conducted pursuant to Chapters 170, 190 and 197, Florida Statutes.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$14,000,000 principal plus interest in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The proposed schedule of assessments is as follows:

Preliminary Assessment Roll

The special assessments for all land within the District will be collected by the Hillsborough County Tax Collector. Alternatively, the District may elect to directly collect the assessments in accordance with Chapter 190, Florida Statutes.

Failure to pay the assessments will cause a tax certificate to be issued against the property and/or subject the property to foreclosure, either of which may result in a loss of title. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of publication of this notice.

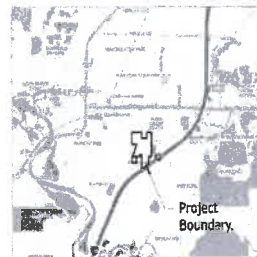
At the conclusion of the public hearings, the Board will hold a regular public meeting to consider matters related to the construction of improvements; to consider matters related to a bond issue and special assessments to finance improvements; to consider the services and facilities to be provided by the District and the financing plan for same; and to consider any other business that may lawfully be considered by the District.

The Board meeting and public hearings are open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. The Board meeting and/or the public hearings may be continued in progress to a date and time certain announced at the meeting and/or hearings.

If anyone chooses to appeal any decision made by the Board with respect to any matter considered at the meeting or public hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at the meeting or hearings because of a disability or physical impairment should contact the District Office at (813) 397-5120 at least two (2) calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District office.

Brian Lamb, District Manager



RESOLUTION NO. 2019-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE

SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "Board") of S Creek Community Development District (the "District") has mined to construct and/or acquire certain public improvement "Project" set forth in the plans and specifications described Report of the District Engineer dated October 11, 2018, w available for review at the offices of Meritus Districts, 2005 P Circle, Suite 120, Tampa, Florida 33607; and

WHEREAS, the Board finds that it is in the best interest of the District to pay the cost of the Project by imposing, levying, and collecting special assessments pursuant to Chapters 170 and 190, Florida Statutes (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, L Community Development Act, and Chapter 170, Supplemental Method of Making Local and Municipal Project, of Statutes, to finance, fund, plan, establish, acquire, construct, construct, enlarge or extend, equip, operate, and maintain the and to impose, levy, and collect the Assessments; and

WHEREAS, the District hereby determines that the benefits to the property improved, the amount of those benefits, a the Assessments will be made in proportion to the benefits re as set forth in the District's Master Assessment Methodology dated October 18, 2018, (the "Assessment Report") incorporate reference as part of this Resolution and on file in the offices of l Districts, 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT THAT

1. The foregoing recitals are hereby incorporated as the facts of the Board.

2. Assessments shall be levied to defray a portion of the cost of the Project.

3. The nature of the Project generally consists of master in rents consisting of stormwater management facilities, public ways, and water/wastewater facilities, all as described more fully in the plans and specifications on file in the offices of l Districts, 2005 Pan Am Circle, Suite 120, Tampa, Florida 33607 are by specific reference incorporated herein and made part of

4. The general locations of the Project are as shown on the plans and specifications referred to above.

5. The estimated cost of the Project is approximately \$14,000,000 (hereinafter referred to as the "Estimated Cost").

6. The Assessments will defray approximately \$14,000,000 of the expenses, which includes a portion of the Project, plus related costs, capitalized interest, a debt service reserve arrangement, all which shall be financed by the District's proposed special assessment bond issue (the "2019 Bonds").

7. The manner in which the Assessments shall be made is upon an allocation of the benefits among the parcels or real property benefited by the Project as set forth in the Assessment Report provided in further detail in the Assessment Report. The Assessments will be levied initially on a per acre basis since the Project in the value of all the lands within the District. On and after the date of the plat of the lands within the District are specifically platted, the Assessments as to platted lots will be levied in accordance with the Assessment Report, that is, on a combination of a front foot basis and an unit basis. Until such time that all benefited lands within the District are specifically platted, the manner by which the Assessments be imposed on unplatted lands shall be on a per acre basis in accordance with the Assessment Report.

8. In the event the actual cost of the Project exceeds the Estimated Cost, such excess shall also be paid by the District from its revenues if available or additional assessments or contribution other entities.

9. The Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands, within the District, which are adjoining and contiguous or bounding and upon the Project or specially benefited thereby and further defined by the assessment plat hereinafter provided for.

10. There is on file in the offices of Meritus Districts, 2005 P Circle, Suite 120, Tampa, Florida 33607, an assessment plat of the area to be assessed, with the plans and specifications describing the Project and the Estimated Cost, all of which shall be open for inspection by the public.

11. The Chair of the Board has caused the District Manager to prepare a preliminary assessment roll, a copy of which is attached to the Assessment Report, which shows the lots and lands as the amount of benefit to and the assessment against each lot of land and the number of annual installments into which the assessment is divided. The preliminary assessment roll is part of the Assessment Report which is on file at the District Manager's office.

12. In accordance with the Assessment Report and consistent with the year in which the District is obligated to make payment of the Estimated Cost of the Project acquired by the the Assessments shall be paid in not more than thirty annual payments payable at the same time and in the same manner as valorem taxes and as prescribed by Chapter 197, Florida Statutes, provided, however, that in the event the non-ad valorem assessment method of collecting the Assessments is not available to the in any year, or the District determines not to utilize the provision Chapter 197, F.S. the Assessments may be collected as is permitted by law.

PASSED AND ADOPTED this 1st day of November, 2018

ATTEST:

SPENCER CREEK COMMUNITY DEVELOPMENT DISTRICT

Brian Lamb
Secretary of the Board of Supervisors

Jeffery Hills
Chair of the Board of Supervisors

Spencer Creek Community Development District

Financial Statements
(Unaudited)

Period Ending
November 30, 2018



District Management Services, LLC
2005 Pan Am Circle ~ Suite 120 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

Spencer Creek CDD
Balance Sheet
As of 11/30/2018
(In Whole Numbers)

	<u>General Fund</u>	<u>Total</u>
Assets		
Cash - Operating Account	<u>6,887</u>	<u>6,887</u>
Total Assets	<u><u>6,887</u></u>	<u><u>6,887</u></u>
Liabilities		
Accounts Payable	<u>3,523</u>	<u>3,523</u>
Total Liabilities	<u><u>3,523</u></u>	<u><u>3,523</u></u>
Fund Equity & Other Credits	<u>3,364</u>	<u>3,364</u>
Total Liabilities & Fund Equity	<u><u>6,887</u></u>	<u><u>6,887</u></u>

Spencer Creek CDD
Statement of Revenues and Expenditures
001 - General Fund
From 10/1/2018 Through 11/30/2018
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
Operations & Maintenance Assessments - Off Roll	384,000	0	(384,000)	(100)%
Contributions & Donations From Private Sources				
Developer Contributions	0	10,000	10,000	0 %
Total Revenues	384,000	10,000	(374,000)	(97)%
Expenditures				
Financial & Administrative				
District Manager	20,000	0	20,000	100 %
District Engineer	8,500	0	8,500	100 %
Disclosure Report	5,000	0	5,000	100 %
Trustee Fees	5,000	0	5,000	100 %
Accounting Services	9,000	0	9,000	100 %
Auditing Services	3,000	0	3,000	100 %
Postage, Phone, Faxes, Copies	500	0	500	100 %
Public Officials Insurance	2,000	0	2,000	100 %
Legal Advertising	10,000	5,786	4,214	42 %
Bank Fees	250	0	250	100 %
Dues, Licenses, & Fees	175	150	25	14 %
Miscellaneous Administration	100	100	(0)	(0)%
Website Administration	0	600	(600)	0 %
Legal Council				
District Counsel	5,000	0	5,000	100 %
Utility Services				
Electricity Street Lights	188,000	0	188,000	100 %
Electric Services - All Others	5,500	0	5,500	100 %
Water - Sewer Combination Services				
Water Utility Services	10,800	0	10,800	100 %
Other Physical Environment				
Waterway Management System	23,500	0	23,500	100 %

Spencer Creek CDD
Statement of Revenues and Expenditures
001 - General Fund
From 10/1/2018 Through 11/30/2018
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
General Liability & Property Casualty Insurance	5,200	0	5,200	100 %
Landscape Maintenance - Contract	48,000	0	48,000	100 %
Landscape Maintenance Other	6,500	0	6,500	100 %
Plant Replacement Program	10,800	0	10,800	100 %
Irrigation Maintenance	2,500	0	2,500	100 %
Road & Street Facilities				
Pavement & Drainage Repairs & Maintenance	14,675	0	14,675	100 %
Total Expenditures	384,000	6,636	377,364	98 %
Excess Revenues Over (Under) Expenses	0	3,364	3,364	0 %

**Spencer Creek CDD
Reconcile Cash Accounts**

Summary

Cash Account: 10101 Cash - Operating Account

Reconciliation ID: 11/30/2018

Reconciliation Date: 11/30/2018

Status: Locked

Bank Balance	7,487.11
Less Outstanding Checks/Vouchers	600.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	6,887.11
Balance Per Books	<u>6,887.11</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

Spencer Creek CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash - Operating Account

Reconciliation ID: 11/30/2018

Reconciliation Date: 11/30/2018

Status: Locked

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1000	11/15/2018	System Generated Check/Voucher	150.00	Florida Department of Economic Opportunity
1005	11/26/2018	System Generated Check/Voucher	450.00	Times Publishing Company
Outstanding Checks/Vouchers			600.00	

**Spencer Creek CDD
Reconcile Cash Accounts**

Detail

Cash Account: 10101 Cash - Operating Account

Reconciliation ID: 11/30/2018

Reconciliation Date: 11/30/2018

Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1001	11/15/2018	System Generated Check/Voucher	100.33	Kaeser & Blair Incorporated
1002	11/15/2018	System Generated Check/Voucher	600.00	Meritus Districts
1003	11/15/2018	System Generated Check/Voucher	1,812.56	Times Publishing Company
1004	11/26/2018	System Generated Check/Voucher	450.00	Florida Department of Economic Opportunity
1004	11/26/2018	System Generated Check/Voucher	(450.00)	Florida Department of Economic Opportunity
Cleared Checks/Vouchers			2,512.89	

Spencer Creek CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash - Operating Account

Reconciliation ID: 11/30/2018

Reconciliation Date: 11/30/2018

Status: Locked

Cleared Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	CR001	11/1/2018	Spencer Creek Development CK 1020	10,000.00
Cleared Deposits				10,000.00

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

Page 1 of 3
36/E00/0175/0/42
11/30/2018
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Account Statement

SPENCER CREEK COMMUNITY DEVELOPMENT
2005 PAN AM CIR STE 120
TAMPA FL 33607-2529

Questions? Please call
1-800-786-8787

Important: Fee Changes. Each year SunTrust Bank completes a review of treasury and payment services pricing. As of January 1, 2019, fees will change for some treasury and payment services, including fees for certain ACH, wire transfer, branch cash deposit, check deposit, image delivery, lockbox, business sweep services and online services.
Please visit www.suntrust.com/2019pricingchanges for additional detail.

Account Summary	Account Type	Account Number	Statement Period
	PUBLIC FUNDS PRIMARY CHECKING		11/01/2018 - 11/30/2018

Description	Amount	Description	Amount
Beginning Balance	\$0.00	Average Balance	\$9,259.92
Deposits/Credits	\$10,000.00	Average Collected Balance	\$8,926.59
Checks	\$2,512.89	Number of Days in Statement Period	30
Withdrawals/Debits	\$0.00		
Ending Balance	\$7,487.11		

Overdraft Protection	Account Number	Protected By
		Not enrolled
For more information about SunTrust's Overdraft Services, visit www.suntrust.com/overdraft .		

Deposits/Credits	Date	Amount	Serial #	Description	Date	Amount	Serial #	Description
	11/01	10,000.00		DEPOSIT				
Deposits/Credits: 1				Total Items Deposited: 1				

Checks	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid	Check Number	Amount	Date Paid
	1001	100.33	11/26	1002	600.00	11/19	1003	1,812.56	11/23
Checks: 3									

Balance Activity History	Date	Balance	Collected Balance	Date	Balance	Collected Balance
	11/01	10,000.00	.00	11/23	7,587.44	7,587.44
	11/02	10,000.00	10,000.00	11/26	7,487.11	7,487.11
	11/19	9,400.00	9,400.00			

The Ending Daily Balances provided do not reflect pending transactions or holds that may have been outstanding when your transactions posted that day. If your available balance wasn't sufficient when transactions posted, fees may have been assessed.

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Confidence Starts Here.

SUNTRUST BANK
PO BOX 305183
NASHVILLE TN 37230-5183

Page 3 of 3
36/E00/0175/0/42
1000214479015
11/30/2018



Account Statement

SPENCER CREEK CDD
2005 PAN AM CIRCLE
SUITE 120
TAMPA, FL 33607
(813) 873-7300

DATE 1001
1001

AMOUNT
\$100.33

11/19/2018

***One Hundred and 33/100 Dollars

PAY TO THE ORDER OF
Kesser & Blak Incorporated
3771 Solutions Center
Chicago, IL 60677-3007
USA

1001003 1006310215241000214479015

Ck # 1001 11/26 \$100.33

SPENCER CREEK CDD
2005 PAN AM CIRCLE
SUITE 120
TAMPA, FL 33607
(813) 873-7300

DATE 1003
1003

AMOUNT
\$1,812.56

11/16/2018

***One Thousand Eight Hundred Twelve and 56/100 Dollars

PAY TO THE ORDER OF
Times Publishing Company
Dept 3466
P.O. Box 123308
Dallas, TX 75312-8308
USA

1001003 1006310215241000214479015

Ck # 1003 11/23 \$1,812.56

SPENCER CREEK CDD
2005 PAN AM CIRCLE
SUITE 120
TAMPA, FL 33607
(813) 873-7300

DATE 1002
1002

AMOUNT
\$600.00

11/16/2018

***Six Hundred and 00/100 Dollars

PAY TO THE ORDER OF
Merlux Districts
2005 Pan Am Circle
Suite 120
Tampa, FL 33607
USA

1001002 1006310215241000214479015

Ck # 1002 11/19 \$600.00