

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**May 21, 2024**

**BOARD OF SUPERVISORS  
REGULAR MEETING AND  
AUDIT COMMITTEE  
MEETING AGENDA**

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**

**LETTER**

**Malabar Springs Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

May 14, 2024

Board of Supervisors  
Malabar Springs Community Development District

Dear Board Members:

The Board of Supervisors of the Malabar Springs Community Development District will hold a Regular Meeting and Audit Committee Meeting on May 21, 2024 at 11:00 a.m., at B.S.E. Consultants, Inc., 312 South Harbor City Boulevard, Suite 4, Melbourne, Florida 32901. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Supervisor Candice Bain [Seat 5]; *Term Expires November 2024*
4. Consider Appointment of William Fife to Fill Unexpired Term of Seat 5
  - Administration of Oath of Office (*the following will also be provided in a separate package*)
    - A. Required Ethics Training and Disclosure Filing
      - Sample Form 1 2023/Filing Instructions
    - B. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - C. Membership, Obligations and Responsibilities
    - D. Form 8B: Memorandum of Voting Conflict
5. Consideration of Resolution 2024-01, Electing and Removing Officers of the District and Providing for an Effective Date
6. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
7. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
  - A. Affidavit of Publication

**ATTENDEES:**

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

- B. RFP Package
  - C. Respondent(s)
    - I. Berger, Toombs, Elam, Gaines & Frank
    - II. Grau & Associates
  - D. Auditor Evaluation Matrix/Ranking
- 8. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
  - 9. Consider Recommendation of Audit Selection Committee
    - Award of Contract
  - 10. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
    - A. Affidavit of Publication
    - B. RFQ Package
    - C. Respondent: *B.S.E. Consultants, Inc.*
    - D. Competitive Selection Criteria/Ranking
    - E. Award of Contract
  - 11. Consideration of Resolution 2024-02, Designating a Date, Time, and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
  - 12. Consideration of Brevard County Property Appraiser Agreement for Non-Ad Valorem Assessments
  - 13. Consideration of Resolution 2024-03, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
  - 14. Consideration of Resolution 2024-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
  - 15. Consideration of Atmos Living Management Group Facilities Management Agreement
  - 16. Acceptance of Unaudited Financial Statements as of March 31, 2024



17. Approval of September 19, 2023 Public Hearing and Regular Meeting Minutes

18. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer (Interim): *B.S.E. Consultants, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: June 18, 2024 at 11:00 AM

○ QUORUM CHECK

SEAT 1	MICHAEL CAPUTO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TIM SMITH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JUSTIN FRYE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JON SEIFEL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

19. Board Members' Comments/Requests

20. Public Comments

21. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Cindy Cerbone  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 867 327 4756**

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**3**

**NOTICE OF TENDER OF RESIGNATION**

To: Board of Supervisors  
Malabar Springs Community Development District  
Attn: District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Candice Bain  
Printed Name

Date: 8/9/24  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Malabar Springs Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☐ personally presented at a duly noticed meeting of the Board of Supervisors, ☒ scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Candice Bain  
Signature

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4A**

## Daphne Gillyard

---

**From:** Kutak Rock Development and Improvement Districts Group  
<communications@kutakrock.com>  
**Sent:** Friday, January 5, 2024 4:49 PM  
**To:** Cindy Cerbone  
**Subject:** Ethics Training 2024

You don't often get email from communications@kutakrock.com. [Learn why this is important](#)

# KUTAKROCK

Development and Improvement Districts Practice Group

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## District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

## Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

### ***Florida Commission on Ethics Training Resources***

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

### ***Office of the Attorney General Training Resources***

#### **Compliance**

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

### ***Kutak Rock's Development and Improvement Districts Practice Group***

## **Kutak Rock's Florida Development and Improvement Districts Practice Group**



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Partner

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Attorney

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The choice of a lawyer is an important decision and should not be based solely upon advertisements.

107 W College Ave. Tallahassee, Florida 32301





**General Information**

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

**AGENCY INFORMATION**

Organization

SAMPLE

Suborganization

SAMPLE

Title

SAMPLE

**Disclosure Period**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

**Primary Sources of Income**

PRIMARY SOURCE OF INCOME (Over \$2,500 in major sources of income to the reporting person)  
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

**Secondary Sources of Income**

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

**Real Property**

REAL PROPERTY (Land, buildings owned by the reporting person)  
(If you have nothing to report, write "none" or "n/a")

Location/Description

**Intangible Personal Property**

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)  
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

**Liabilities**

LIABILITIES (Major debts valued over \$10,000):  
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

**Interests in Specified Businesses**

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)  
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

**Training**

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

**Signature of Filer**

Digitally signed:

**Filed with COE:**

E-FILING SAMPLE

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4B**

# FLORIDA COMMISSION ON ETHICS



## GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

---

**2024**

# State of Florida

## COMMISSION ON ETHICS

**Ashley Lukis, *Chair***  
Tallahassee

**Michelle Anchors, *Vice Chair***  
Fort Walton Beach

**William P. Cervone**  
Gainesville

**Tina Descovich**  
Indialantic

**Freddie Figgers**  
Fort Lauderdale

**Luis M. Fusté**  
Coral Gables

**Wengay M. Newton, Sr.**  
St. Petersburg

**Kerrie Stillman**  
*Executive Director*  
P.O. Drawer 15709  
Tallahassee, FL 32317-5709  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us)  
(850) 488-7864\*

\*Please direct all requests for information to this number.

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## **I. HISTORY OF FLORIDA'S ETHICS LAWS**

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

## **II. ROLE OF THE COMMISSION ON ETHICS**

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

## **III. THE ETHICS LAWS**

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

## **A. PROHIBITED ACTIONS OR CONDUCT**

### *1. Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

**However**, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

## *2. Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

## *3. Misuse of Public Position*

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

## *4. Abuse of Public Position*

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

## *5. Disclosure or Use of Certain Information*

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

## 6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

## B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

### 1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of



the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

## **C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES**

### **1. *Anti-Nepotism Law***

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

### **2. *Additional Restrictions***

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

## **D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS**

### **1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers***

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

## 2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

### 3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

### 4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

**E. VOTING CONFLICTS OF INTEREST**

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

## **F. DISCLOSURES**

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is



for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

#### What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

#### When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

#### When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

#### Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

#### 4. *FORM 6 - Full and Public Disclosure*

#### Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

## What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

## When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

### 5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

### 6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

*7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

#### *8. FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.



However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

#### **IV. AVAILABILITY OF FORMS**

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

## **V. PENALTIES**

### *A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics*

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000\*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

### *B. Penalties for Candidates*

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000\*, and triple the value of a gift received from a political committee.

### *C. Penalties for Former Officers and Employees*

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000\*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

\*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

*D. Penalties for Lobbyists and Others*

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

*E. Felony Convictions: Forfeiture of Retirement Benefits*

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

*F. Automatic Penalties for Failure to File Annual Disclosure*

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

## **VI. ADVISORY OPINIONS**

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

### **A. *Who Can Request an Opinion***

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

### **B. *How to Request an Opinion***

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

### **C. *How to Obtain Published Opinions***

All of the Commission's opinions are available for viewing or download at its website:  
[www.ethics.state.fl.us](http://www.ethics.state.fl.us).

## **VII. COMPLAINTS**

### *A. Citizen Involvement*

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at [www.ethics.state.fl.us](http://www.ethics.state.fl.us). The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us), or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

### *B. Referrals*

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

### *C. Confidentiality*

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

*D. How the Complaint Process Works*

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

*E. Dismissal of Complaints At Any Stage of Disposition*

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

*F. Statute of Limitations*

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

## **VIII. EXECUTIVE BRANCH LOBBYING**

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at [www.floridalobbyist.gov](http://www.floridalobbyist.gov). Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration  
Room G-68, Claude Pepper Building  
111 W. Madison Street  
Tallahassee, FL 32399-1425  
Phone: 850/922-4990

## **IX. WHISTLE-BLOWER'S ACT**

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.



While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

## **X. ADDITIONAL INFORMATION**

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

## **XI. TRAINING**

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4C**

# **BOARD OF SUPERVISORS**

## **MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES**

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

### **The Board**

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

### **Qualifications of Supervisors**

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

### **Compensation**

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

### **Responsibilities of Supervisors**

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

### **Conclusion**

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**4D**

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED	NAME OF POLITICAL SUBDIVISION:
	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, \_\_\_\_\_, hereby disclose that on \_\_\_\_\_, 20 \_\_\_\_ :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- ☐ inured to the special gain or loss of \_\_\_\_\_ , by  
whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_ , which  
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

**SECTION 1.** The following is/are elected as Officer(s) of the District effective May 21, 2024:

\_\_\_\_\_ is elected Chair  
\_\_\_\_\_ is elected Vice Chair  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
Andrew Kantarzhi is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of May 21, 2024:

Candice Bain Assistant Secretary

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 21ST DAY OF MAY, 2024.**

ATTEST:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7A**



Florida  
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

**PROOF OF PUBLICATION**

Daphne Gillyard  
District Manager  
Malabar Springs Community Development District  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Bids & Proposals, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/28/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/28/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$205.13

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**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

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01/28/2024

MALABAR SPRINGS  
COMMUNITY DEVELOPMENT  
DISTRICT

REQUEST FOR PROPOSALS FOR  
ANNUAL AUDIT SERVICES

The Malabar Springs Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Brevard County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Malabar Springs Community Development District." Proposals must be received by 12:00 p.m., on February 6, 2024, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager. District Manager

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7B**

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Malabar Springs Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Brevard County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

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District Manager

## **MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

### **REQUEST FOR PROPOSALS**

#### **District Auditing Services for Fiscal Year 2023**

Brevard County, Florida

#### **INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than February 6, 2024 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Malabar Springs Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.



**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("**Proposal Documents**").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal 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 (including Saturday, Sunday, and state holidays) 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 or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**1. Ability of Personnel. (20 Points)**

**2. Proposer's Experience. (20 Points)**

**3. *Understanding of Scope of Work.* (20 Points)**

**4. Ability to Furnish the Required Services. (20 Points)**

**5. Price. (20 Points)\*\*\***

**Total (100 Points)**

\*\*\*Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7ci**

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSAL FOR AUDIT SERVICES**

---

**PROPOSED BY:**

Berger, Toombs, Elam, Gaines & Frank  
CERTIFIED PUBLIC ACCOUNTANTS, PL

---

600 Citrus Avenue, Suite 200  
Fort Pierce, Florida 34950

(772) 461-6120

**CONTACT PERSON:**

J. W. Gaines, CPA, Director

**DATE OF PROPOSAL:**

February 6, 2024

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
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February 6, 2024

Malabar Springs Community Development District  
Wrathell Hunt & Associates LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Malabar Springs Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Malabar Springs Community Development District. We will provide you with top quality, responsive service.

## Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

Malabar Springs Community Development District  
February 6, 2024

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Malabar Springs Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida



## PROFILE OF THE PROPOSER

### Description and History of Audit Firm

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

## Professional Staff Resources

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

**Staff Accountant** – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

**Senior Accountant** – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

**Managers** – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

**Principal** – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

**Partner/Director** – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

## **Professional Staff Resources (Continued)**

**Independence** – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Malabar Springs Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

## **Ability to Furnish the Required Services**

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

## **ADDITIONAL SERVICES PROVIDED**

### **Arbitrage Rebate Services**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

## **GOVERNMENTAL AUDITING EXPERIENCE**

**Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

## **Continuing Professional Education**

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

## GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

### Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

## **GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)**

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

### **Certificate of Achievement for Excellence in Financial Reporting (CAFR)**

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

### References

Terracina Community Development  
District  
Jeff Walker, Special District Services  
(561) 630-4922

Gateway Community Development  
District  
Stephen Bloom, Severn Trent Management  
(954) 753-5841

The Reserve Community Development District  
  
Darrin Mossing, Governmental Management  
Services LLC  
(407) 841-5524

Clearwater Cay Community Development  
District  
Cal Teague, Premier District Management  
  
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

### Community Development Districts

Aberdeen Community Development  
District

Beacon Lakes Community  
Development District

Alta Lakes Community Development  
District

Beaumont Community Development  
District

Amelia Concourse Community  
Development District

Bella Collina Community Development  
District

Amelia Walk Community  
Development District

Bonnet Creek Community  
Development District

Aqua One Community Development  
District

Buckeye Park Community  
Development District

Arborwood Community Development  
District

Candler Hills East Community  
Development District

Arlington Ridge Community  
Development District

Cedar Hammock Community  
Development District

Bartram Springs Community  
Development District

Central Lake Community  
Development District

Baytree Community Development  
District

Channing Park Community  
Development District



## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community  
Development District

Vizcaya in Kendall  
Development District

TSR Community Development  
District

Waterset North Community  
Development District

Turnbull Creek Community  
Development District

Westside Community Development  
District

Twin Creeks North Community  
Development District

WildBlue Community Development  
District

Urban Orlando Community  
Development District

Willow Creek Community  
Development District

Verano #2 Community  
Development District

Willow Hammock Community  
Development District

Viera East Community  
Development District

Winston Trails Community  
Development District

VillaMar Community  
Development District

Zephyr Ridge Community  
Development District

## GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

### Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

### Current or Recent Single Audits.

St. Lucie County, Florida  
Early Learning Coalition, Inc.  
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

### Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River  
Martin  
Okeechobee  
Palm Beach

### Municipalities

City of Port St. Lucie  
City of Vero Beach  
Town of Orchid

## **GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)**

### Special Districts

Bannon Lakes Community Development District  
Boggy Creek Community Development District  
Capron Trail Community Development District  
Celebration Pointe Community Development District  
Coquina Water Control District  
Diamond Hill Community Development District  
Dovera Community Development District  
Durbin Crossing Community Development District  
Golden Lakes Community Development District  
Lakewood Ranch Community Development District  
Martin Soil and Water Conservation District  
Meadow Pointe III Community Development District  
Myrtle Creek Community Development District  
St. Lucie County – Fort Pierce Fire District  
The Crossings at Fleming Island  
St. Lucie West Services District  
Indian River County Mosquito Control District  
St. John's Water Control District  
Westchase and Westchase East Community Development Districts  
Pier Park Community Development District  
Verandahs Community Development District  
Magnolia Park Community Development District

### Schools and Colleges

Federal Student Aid Programs – Indian River Community College  
Indian River Community College  
Okeechobee County District School Board  
St. Lucie County District School Board

### State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)  
Florida School for Boys at Okeechobee  
Indian River Community College Crime Laboratory  
Indian River Correctional Institution

## **FEE SCHEDULE**

We propose the fee for our audit services described below to be \$3,675 for the year ended September 30, 2024. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2024, the fee for our audit services will be \$4,925. The fee is contingent upon the financial records and accounting systems of Malabar Springs Community Development District being "audit ready" and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

## **SCOPE OF WORK TO BE PERFORMED**

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Malabar Springs Community Development District as of September 30, 2024. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **J. W. Gaines, CPA, CITP**

Director – 44 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

#### **Professional Experience**

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.



## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
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**J. W. Gaines, CPA, CITP (Continued)**

Director

**Continuing Professional Education**

- ♦ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
  - Governmental Accounting Report and Audit Update
  - Analytical Procedures, FICPA
  - Annual Update for Accountants and Auditors
  - Single Audit Sampling and Other Considerations

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David S. McGuire, CPA, CITP**

Director – 36 years experience

#### **Education**

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharos (2019-2021)

#### **Professional Experience**

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
  - St. Lucie County, Florida
  - 19<sup>th</sup> Circuit Office of Medical Examiner
  - Troup Indiantown Water Control District
  - Exchange Club Center for the Prevention of Child Abuse, Inc.
  - Healthy Kids of St. Lucie County
  - Mustard Seed Ministries of Ft. Pierce, Inc.
  - Reaching Our Community Kids, Inc.
  - Reaching Our Community Kids - South
  - St. Lucie County Education Foundation, Inc.
  - Treasure Coast Food Bank, Inc.
  - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

**David S. McGuire, CPA, CITP (Continued)**

Director

### **Continuing Professional Education**

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Matthew Gonano, CPA**

Director – 13 years total experience

#### **Education**

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

#### **Professional Affiliations/Community Service**

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

#### **Professional Experience**

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

#### **Continuing Professional Education**

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David F. Haughton, CPA**

Accounting and Audit Manager – 33 years

#### **Education**

- ◆ Stetson University, B.B.A. – Accounting

#### **Registrations**

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

#### **Professional Affiliations/Community Service**

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

#### **Professional Experience**

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

##### **Counties:**

St. Lucie County

##### **Municipalities:**

City of Fort Pierce

City of Stuart

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **David F. Haughton, CPA (Continued)**

Accounting and Audit Manager

#### **Professional Experience (Continued)**

##### **Special Districts:**

Bluewaters Community Development District  
Country Club of Mount Dora Community Development District  
Fiddler's Creek Community Development District #1 and #2  
Indigo Community Development District  
North Springs Improvement District  
Renaissance Commons Community Development District  
St. Lucie West Services District  
Stoneybrook Community Development District  
Summerville Community Development District  
Terracina Community Development District  
Thousand Oaks Community Development District  
Tree Island Estates Community Development District  
Valencia Acres Community Development District

##### **Non-Profits:**

The Dunbar Center, Inc.  
Hibiscus Children's Foundation, Inc.  
Hope Rural School, Inc.  
Maritime and Yachting Museum of Florida, Inc.  
Tykes and Teens, Inc.  
United Way of Martin County, Inc.  
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

#### **Continuing Professional Education**

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

**Paul Daly**

Staff Accountant – 11 years

**Education**

- ◆ Florida Atlantic University, B.S. – Accounting

**Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

**Continuing Professional Education**

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

## ***Commitment to Quality Service***

### **Personnel Qualifications and Experience**

#### **Melissa Marlin, CPA**

Senior Staff Accountant – 9 years

#### **Education**

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.



## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Bryan Snyder**

Staff Accountant – 8 years

#### **Education**

- ◆ Florida Atlantic University, B.B.A. – Accounting

#### **Professional Experience**

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

#### **Continuing Professional Education**

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Maritza Stonebraker, CPA**

Senior Accountant – 7 years

#### **Education**

- ♦ Indian River State College, B.S. – Accounting

#### **Professional Experience**

- ♦ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

#### **Continuing Professional Education**

- ♦ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

**Jonathan Herman, CPA**

Senior Staff Accountant – 9 years

**Education**

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

**Professional Experience**

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

**Continuing Professional Education**

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Sean Stanton, CPA**

Staff Accountant – 5 years

#### **Education**

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

#### **Professional Experience**

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

#### **Continuing Professional Education**

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Tifanee Terrell**

Staff Accountant – 3 years

#### **Education**

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

**Dylan Dixon**

Staff Accountant – 1 year

**Education**

- ◆ Indian River State College, B.S. – Accounting

**Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

**Continuing Professional Education**

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

**Brennen Moore**

Staff Accountant

**Education**

- ◆ Indian River State College, B.S. – Accounting

**Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

**Continuing Professional Education**

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

### **Jordan Wood**

Staff Accountant – 1 year

#### **Education**

- ◆ Indian River State College, A.A. – Accounting

#### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

#### **Continuing Professional Education**

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

**Katie Gifford**  
Staff Accountant

**Education**

- ◆ Indian River State College, B.S. – Accounting

**Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

**Continuing Professional Education**

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

## ***Commitment to Quality Service***

<b>Personnel Qualifications and Experience</b>
--

**Rayna Zicari**  
Staff Accountant

### **Education**

- ◆ Stetson University, B.B.A. – Accounting

### **Professional Experience**

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

### **Continuing Professional Education**

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

#### Report on the Firm's System of Quality Control

To the Partners of  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

*Bodine Perry*

Bodine Perry

(BERGER\_REPORT22)



**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2024**  
Brevard County, Florida

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than February 6, 2024, at 12:00 p.m., at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) unbound and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Malabar Springs Community Development District" on the face of it. Please include pricing for each additional bond issuance.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal 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 (including Saturday, Sunday, and state holidays) 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 or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
AUDITOR SELECTION  
EVALUATION CRITERIA**

**1. Ability of Personnel. (20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

**2. Proposer's Experience. (20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

**3. Understanding of Scope of Work. (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. Price. (20 Points)\*\*\***

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

**Total (100 Points)**

\*\*\*Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **7CII**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## **MALABAR SPRINGS**

**Community Development District**

Proposal Due: February 6, 2024  
12:00PM

**Submitted to:**

Malabar Springs  
Community Development District  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

---

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

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





**Grau & Associates**

CERTIFIED PUBLIC ACCOUNTANTS

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# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

February 6, 2024

Malabar Springs Community Development District  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2023, with an option for four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Malabar Springs Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates

A handwritten signature in blue ink, appearing to read "Antonio J. Grau", is positioned above a horizontal line.

---

Antonio J. Grau

# Firm Qualifications



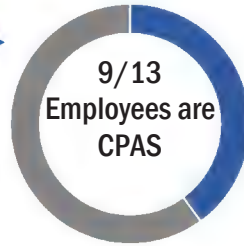
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## Grau's Focus and Experience

### Our Team



3 Partners  
10 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

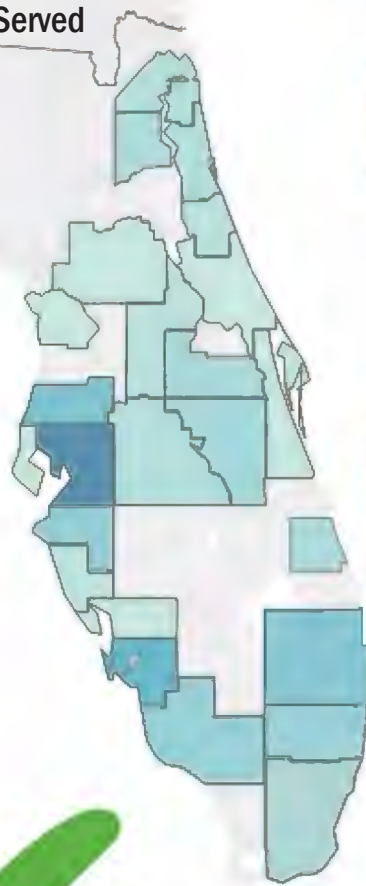
### Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

**297** Community Development Districts Served



**Quality Controls**

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

**March 17, 2023**

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

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

**Peer Review Team**  
**FICPA Peer Review Committee**

**850.224.2727, x5957**

**cc: Daniel Hevia, Racquel McIntosh**

**Firm Number: 900004390114**

**Review Number: 594791**

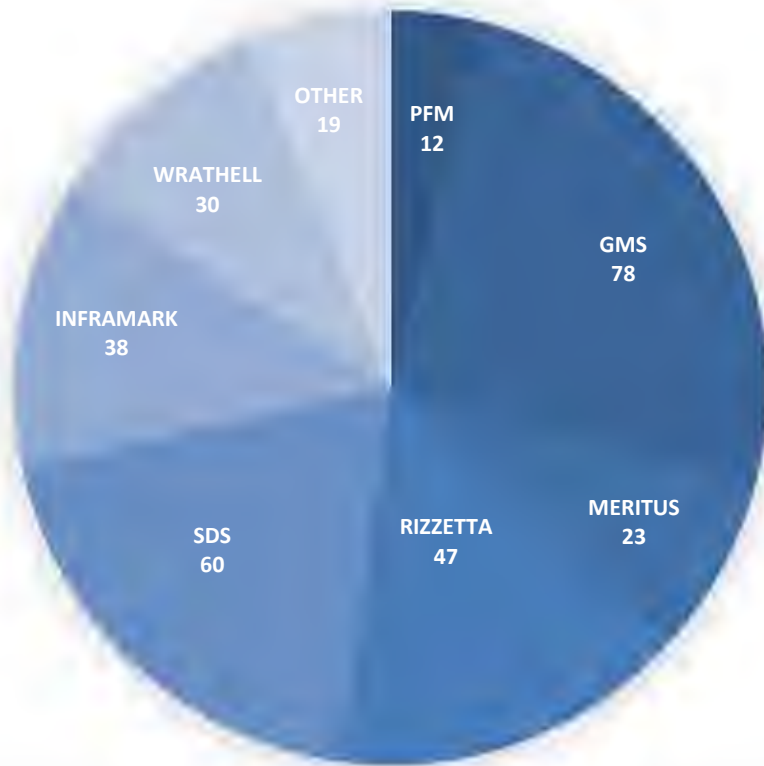
# **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### Profile Briefs:

#### **Antonio J GRAU, CPA (Partner)**

*Years Performing Audits: 35+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*40 hours; Accounting,*

*Auditing and Other:*

*53 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, GFOA*

#### **David Caplivski, CPA (Partner)**

*Years Performing Audits: 13+*

*CPE (last 2 years):*

*Government*

*Accounting, Auditing:*

*24 hours; Accounting,*

*Auditing and Other:*

*64 hours*

*Professional*

*Memberships: AICPA,*

*FICPA, FGFOA, FASD*

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

-David Caplivski



## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



## Antonio 'Tony' J. Grau, CPA Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

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### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

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### Education

University of South Florida (1983)  
Bachelor of Arts  
Business Administration

### Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I, II, IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

### Professional Associations/Memberships

American Institute of Certified Public Accountants	Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants	Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member	

### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	53
Total Hours	<u>93</u> (includes of 4 hours of Ethics CPE)



**David Caplivski, CPA/CITP, Partner**  
 Contact : [dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com) / 561-939-6676

**Experience**

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

**Education**

Florida Atlantic University (2009)  
 Master of Accounting  
 Nova Southeastern University (2002)  
 Bachelor of Science  
 Environmental Studies

**Certifications and Certificates**

Certified Public Accountant (2011)  
 AICPA Certified Information Technology Professional (2018)  
 AICPA Accreditation COSO Internal Control Certificate (2022)

**Clients Served (partial list)**

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

**Professional Education** (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

**Professional Associations**

Member, American Institute of Certified Public Accountants  
 Member, Florida Institute of Certified Public Accountants  
 Member, Florida Government Finance Officers Association  
 Member, Florida Association of Special Districts

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### **Dunes Community Development District**

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

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### **Two Creeks Community Development District**

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

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### **Journey's End Community Development District**

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

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# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS



# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

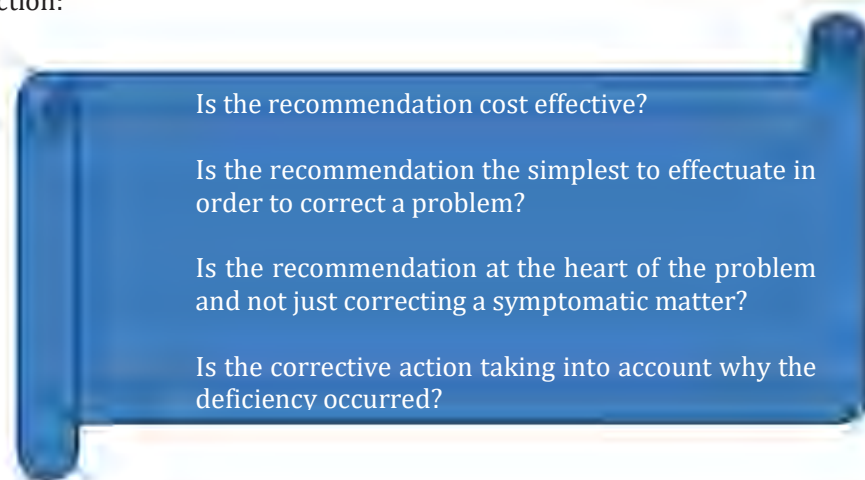
In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.



Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

# Cost of Services



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2023-2027 are as follows:

<b>Year Ended September 30,</b>	<b>Fee</b>
2023	\$3,200
2024	\$3,300
2025	\$3,400
2026	\$3,500
2027	<u>\$3,600</u>
<b>TOTAL (2023-2027)</b>	<b><u>\$17,000</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

# **Supplemental Information**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓			✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>332</b>	<b>5</b>	<b>3</b>	<b>327</b>	

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing **Malabar Springs Community Development District** with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**7D**

## MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT

### AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						

NOTES:

Completed by: \_\_\_\_\_

Board Member's Signature

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

\_\_\_\_\_  
Printed Name of Board Member



# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **10A**

**PROOF OF PUBLICATION**

   Daphne Gillyard  
District Manager  
Malabar Springs Community Development District  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Bids & Proposals, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/28/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/28/2024

\_\_\_\_\_  
Legal Clerk

\_\_\_\_\_  
Notary, State of WI, County of Brown

\_\_\_\_\_  
My commission expires

Publication Cost:     \$414.92

Order No:             9776506

# of Copies:

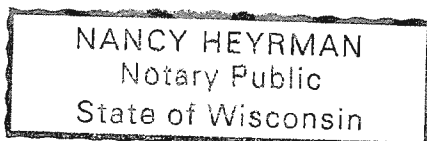
Customer No:       1126729

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PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*



**REQUEST FOR  
QUALIFICATIONS FOR  
ENGINEERING SERVICES  
FOR THE MALABAR SPRINGS  
COMMUNITY DEVELOPMENT  
DISTRICT**

*RFQ for Engineering Services*

The Malabar Springs Community Development District ("District"), located in the City of Palm Bay, Brevard County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Brevard County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on February 12, 2024 by email to gillyard@whhassociates.com ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. 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 or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**10B**

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES  
FOR THE MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

*RFQ for Engineering Services*

The Malabar Springs Community Development District ("**District**"), located in the City of Palm Bay, Brevard County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("**Applicant**") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Brevard County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on February 12, 2024 by email to gillyardd@whhassociates.com ("**District Manager's Office**").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse

Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. 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 or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

## **MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

### **DISTRICT ENGINEER PROPOSALS**

#### **COMPETITIVE SELECTION CRITERIA**

**1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)**

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance (Weight: 25 Points)**

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

**3) Geographic Location (Weight: 20 Points)**

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)**

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise (Weight: 5 Points)**

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads (Weight: 5 Points)**

Consider the recent, current and projected workloads of the firm.

**7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)**

Consider the desire to diversify the firms that receive work from the District; etc.

# **MALABAR SPRINGS**

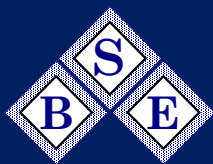
**COMMUNITY DEVELOPMENT DISTRICT**

# **10C**



RESPONSE TO REQUEST FOR QUALIFICATIONS

# Malabar Springs Community Development District Engineering Services



## Submitted By

B.S.E. Consultants, Inc.  
312 South Harbor City Blvd., Suite 4  
Melbourne, Florida 32901  
(321) 725- 3674  
[info@bseconsult.com](mailto:info@bseconsult.com)

## Submitted To

Malabar Springs Community Development District  
c/o Wrathell, Hunt and Associates, LLC.  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
[gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com)

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for  
Malabar Springs CDD**

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**Insurance .....Tab 6**

**Business Ethics .....Tab 7**

**Business and Professional Licenses .....Tab 8**





## **TAB 1 - TRANSMITTAL LETTER**



# B.S.E. CONSULTANTS, INC.

Consulting ~ Engineering ~ Land Surveying

Scott M. Glaubitz, P.E., P.L.S.  
President

Hassan Kamal, P.E.  
Vice President

February 12, 2024

Malabar Springs Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Email: gillyardd@whhassociates.com

**Re: Response to Request for District Engineer Qualifications for Malabar Springs CDD  
B.S.E. File #24-RFQ-097**

To Whom It May Concern:

Thank you for this opportunity to present our qualifications in response to the District's Request for Proposal for Engineering Services. In response, we are enclosing one (1) hard copy and one in PDF format for your review.

B.S.E. Consultants, Inc. is uniquely qualified to serve as the Engineer for the District. Our firm is veteran owned and has been providing professional engineering services in the state of Florida for over 37 years, primarily in Brevard County. BSE has served as District Engineer for nine other CDDs within Brevard County. Notably, we have been Interim District Engineer for both the Malabar Spring CDD since June 2022 and the Lakes of Cocoa Grove CDD since September 2023, preparing Engineering Reports and cost opinions for establishment of the District, and District Engineer for Heritage Isle at Viera CDD since its establishment in 2003, providing design, permitting, construction administration, and inspection of the District's infrastructure. BSE is also the engineer and surveyor on record for the Everlands Community CDD I and II, including onsite and offsite utilities, stormwater management, roadways and pedestrian facilities, and open space amenities. BSE was the project engineer for Preserve at Tradition in Port St. Lucie, Florida, integrating the project with the Tradition CDD's master drainage system and ensuring that the project was consistent with CDD design requirements. We serve as Town Engineer for the Towns of Grant-Valkaria, Melbourne Beach, and Indialantic, and we have provided consulting engineering services to the City of Palm Bay. These projects are only a small representation of our local and relevant experience, which allows us to be nimble and responsive to the needs of the Malabar Springs CDD with an expert understanding of the civil, hydrologic and land development requirements of this area.

Should BSE have the privilege of being selected, I will be the primary contact leading our team of exceptionally qualified professionals to service the Community Development District's needs.

Very truly yours,

Ana Saunders, P.E.  
Senior Project Manager  
B.S.E. Consultants, Inc.

Civil ~ Agricultural ~ Transportation ~ Utility ~ Site Planning ~ Environmental  
312 South Harbor City Boulevard, Suite #4, Melbourne, Florida 32901

Telephone: (321) 725-3674 ~ Fax: (321) 723-1159 ~ Toll Free: 1-800-523-4BSE(4273) ~ Email: info@bseconsult.com



## **TAB 2 - FIRM QUALIFICATIONS**



## TAB 2 – FIRM QUALIFICATIONS

### *Company Background*

B.S.E. is a full-service firm that has provided a variety of **Civil Engineering and Surveying Services** for public and private clients in Brevard County for over 37 years. The company is incorporated in Melbourne, Florida and its principals are Scott Glaubitz, P.E., P.L.S., President, and Hassan Kamal, P.E., Vice-President.

B.S.E.'s extensive experience with other Community Development Districts and residential development, technical expertise, long-term local presence, and engineering and permitting experience with several large scale, multi-phase developments and projects that makes us uniquely qualified to serve as the District Engineer for the Malabar Springs CDD.

*Our core team available to the CDD includes six professional engineers and three professional surveyors with a combined experience of more than 150 years.*

### *Engineering Services Provided*

- *Water Master Planning*
- *Sewer Master Planning*
- *Effluent Reuse Master Planning*
- *Water Treatment & Transmission Systems*
- *Wastewater Treatment & Collection Systems*
- *Infiltration / Inflow Analysis*
- *Transportation Systems*
- *Stormwater Management Systems*
- *Grading and Drainage Planning*
- *Irrigation Design*
- *Lighting Design*
- *Cost Analysis and Evaluation*
- *Permitting and Approvals*
- *Flood Elevation Certification*
- *Marina and Dock Facilities*
- *Resident Engineering/Towns & Municipalities*
- *Specification Writing*
- *Agricultural Engineering*
- *Stormwater Retrofitting*
- *Street/Roadway Retrofitting*
- *Grant and Loan Applications*
- *Value Engineering Analysis*



## TAB 2 – FIRM QUALIFICATIONS

The sections below describe B.S.E. Consultants' specific qualifications and experience corresponding to the Request for Qualifications.

### ***a) Ability of Professional Personnel***

With more than 20 years of civil and hydrologic engineering experience, Ana Saunders will serve as the District Engineer for the Malabar Springs CDD. Our team available to the CDD includes five 5) additional professional engineers and three 3 professional land surveyors with a *combined experience of more than 150 years*, the vast majority within Brevard County.

We pride ourselves on our ability to provide a comprehensive variety of services. Our professional staff can develop a project from beginning to end, providing boundary and topographic surveys, complete design engineering and permitting, preparation of contract specifications, construction administration and the preparation of complete as-built drawings.

In addition, B.S.E. has a thorough understanding of local laws and regulations and we maintain excellent working relationships with Brevard County, the City of Palm Bay, St. Johns River Water Management District, Melbourne Tilman Water Control District, and other regulatory agencies with which the District Engineer must work. Our local experience and agency relationships will greatly benefit the Malabar Springs CDD as it continues to expand the District infrastructure and operate and maintain the existing facilities.

This comprehensive project approach allows for better project control, resulting in a more efficient and cost-effective project for the District. Our ability to provide the majority of the services in-house will greatly reduce the need to hire sub-consultants, thereby reducing contract administration requirements and overall costs to the District.



### ***b) Minority Business Enterprise***

B.S.E. is not a Minority Business Enterprise.

### ***c) Willingness to Meet Time and Budget Requirements***

B.S.E.'s approach to time and budget management starts with developing a clear scope, schedule, and budget for each task, in cooperation with the CDD Manager. We track monthly performance against the schedule and budget and communicate regularly with the client. Without the bureaucracy of larger firms, B.S.E.'s principals are always involved and attentive to project progress.



## TAB 2 – FIRM QUALIFICATIONS



If external factors arise that may affect scope or budget, we have found the most effective preventative measure is to advise the client promptly. Changes that may need to occur will be discussed in detail with the CDD Manager to ensure the impacts of the proposed changes are defined and understood by all parties.

Our local experience and agency relationships will greatly benefit the Malabar Springs CDD as it continues to expand the District infrastructure and operate and maintain the existing facilities.

### ***d) Past Experience and Performance***

We believe our extensive experience with other ***Community Development Districts*** and residential development, technical expertise, long-term local presence, and engineering and permitting experience within Brevard County, and more specifically the City of Palm Bay, communities make B.S.E. uniquely qualified to serve as the District Engineer for the Malabar Springs CDD.

A summary of our CDD experience is presented below. More detailed information regarding our experience and qualifications is presented within the Form SF-330 included in this proposal.

**Heritage Isle at Viera Community Development District** – B.S.E. has served as District Engineer from the inception of the Heritage Isle at Viera CDD since 2003. Heritage Isle is a ±2,800-unit residential development located within the Viera Development of Regional Impact DRI, in Brevard County, Florida. B.S.E. prepares all required Engineering Reports, cost estimates, design and permitting of the District's infrastructure improvement facilities, infrastructure inspection, construction administration and assistance in establishment of maintenance operations and contracts for the District's infrastructure facilities.



**Everlands Community Development Districts I and II** – B.S.E. has served as District Engineer from the inception of the Everlands CDD in 2020. Both CDDs are located in the City of Palm Bay, Brevard County, Florida. District I includes 162 units completed in 2021 with an additional 840 units combination of single-family, villa, and townhomes currently under construction while District II consists of 398 single-family lots. For both Districts, B.S.E. prepared the Engineering Reports, which documented District facilities and costs, including stormwater management





## TAB 2 – FIRM QUALIFICATIONS

facilities, right-of-way improvements, and water, sewer, and force main improvements. As District Engineer, B.S.E. provides ongoing design, permitting, inspection, and consultation for maintenance and operation of District facilities.

*B.S.E. has provided civil engineering and surveying services in Brevard County for over 37 years.*

**Palm Vista Preserve East Community Development District** – Served as District Engineer for the duration of its existence ±5 years . Assisted in the formation of the District, prepared Engineer's Report(s), cost estimates, and Engineering Studies as needed. Completed detailed design and permitting of various infrastructure projects, including roadways, stormwater management facilities, utilities, and recreation improvements.

**Chaparral Community Development District** – Served as District Engineer for approximately 5 years. Assisted in the formation of the District, prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Completed detailed design and permitting of various infrastructure projects, including roadways, stormwater management facilities, utilities, and recreation improvements.

**Malabar Springs Community Development District** – Serving as interim District Engineer. Assisted in the formation of the District, prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Completed detailed design and permitting of

infrastructure projects, including roadways, stormwater management facilities, utilities, and recreation improvements.

**Baytree Community Development District** – Served as District Engineer for 11 years. During this period, we worked with District Staff, the Board of Supervisors and the Residents to design, build, and maintain the infrastructure, recreational facilities, and security facilities serving the various phases of development.



**Viera East Community Development District** – Served as District Engineer for 2 years. Provided engineering services for various infrastructure projects and assisted in the transition from a Developer controlled Board to a Resident controlled Board.

**The Preserve at Tradition** – Served as Engineer of Record for design, permitting, and construction of the Preserve at Tradition, a residential subdivision with 110 units in Port St. Lucie, Florida, completed in 2019. B.S.E. designed the stormwater management system, water, sewer, and reuse systems, roadways, and pedestrian facilities. B.S.E. coordinated project design and construction with the Tradition CDD, integrating the project with the CDD's master drainage system and



## TAB 2 – FIRM QUALIFICATIONS

ensuring that the project was consistent with CDD design requirements.



### ***e) Location***

With our office being located approximately 13 miles from the Malabar Springs Community Development District property, we are truly local, and our proximity minimizes travel time expenses and will allow us to cost-effectively serve the District.



### ***f) Current and Projected Workloads***

B.S.E.'s current client portfolio includes: The Viera Company, DR Horton, Lennar Homes, WCI, Maronda Homes, and the Towns of Grant-Valkaria, Melbourne Beach, and Indialantic along with numerous others. We are adequately staffed to meet project schedules and budgets for all of our clients. We are able to successfully complete additional projects due to our exceptional attention to detail, comprehensive project management systems, internal communications, and by allocating staff resources as needed to meet and exceed client expectations. We will follow this same approach to provide timely, quality client service to Malabar Springs CDD.

*Without the bureaucracy of larger firms, BSE's principals are always involved and attentive to project progress and client satisfaction.*

### ***g) Work Previously Awarded to the Applicant by the District***

B.S.E. is the Interim District Engineer providing services for establishment of the District. B.S.E. prepared the Engineering Report which documented District facilities and costs, including stormwater management facilities, right-of-way improvements, and water, sewer, and force main improvements.





### **TAB 3 - PERSONNEL**

## TAB 3 – PERSONNEL

Our core team, presented below, will provide the majority of services required for the Malabar Springs CDD. Additional Professional Staff, including two additional professional engineers, ten CAD technicians, three survey crews, and four administrative personnel are available on a project-by-project basis as may be required. Resumes are provided for the individuals listed below.

### **Ana Saunders, P.E.**

Ms. Saunders will serve as the Project Manager and CDD Engineer and will be the primary contact with the Malabar Springs CDD Staff, Board, and residents. Ms. Saunders has more than 20 years of experience as District engineer for other CDDs, providing engineering reports and cost estimates for CDD creation, design and permitting services for multiple phases of development.

### **Scott M. Glaubitz, P.E., P.L.S**

Mr. Glaubitz has experience as the CDD Engineer for several Districts. His experience will be drawn upon as needed. In addition, Mr. Glaubitz will be available to provide input and guidance on a variety of design and construction issues as they arise.

### **Hassan Kamal, P.E.**

Mr. Kamal has experience as the CDD Engineer for several Districts. His experience will be drawn upon as needed. In addition, Mr. Kamal will be available to provide input and guidance on a variety of design and construction issues as they arise.

### **Kenneth Ludwa, P.E.**

Mr. Ludwa specializes in stormwater management and hydrologic engineering and permitting. Mr. Ludwa was the project engineer for the first phase of the Everlands community. He will assist on an as-needed basis in the design, permitting and construction management for the District Facilities.

### **Leslie Howard, P.S.M.**

Mr. Howard will serve as the Project Surveyor and will be responsible for any design surveys, right-of-way surveys, and as-built drawing which may be required as part of any District projects. In addition, Mr. Howard will be responsible for establishing and maintaining any vertical and horizontal control required as part of a District project. Mr. Howard will also be responsible for the preparation of any legal descriptions, sketches, or boundary surveys which may be needed by the District.

### **Luis Molina, Jr., P.L.S.**

Mr. Molina will assist the Project Surveyor for any design surveys, right-of-way surveys, and as-built drawing which may be required as part of any District projects. In addition, Mr. Molina will assist in establishing and maintaining any vertical and horizontal control required as part of a District project. Mr. Molina will also be responsible for the initial preparation of any legal descriptions, sketches, or boundary surveys which may be needed by the District.







## Ana Saunders P.E., Senior Project Engineer

asaunders@bseconsult.com

Ana Saunders has more than 24 years of experience in civil engineering design. Her background includes the design and permitting of infrastructure systems, including single-family, multi-family, commercial, industrial and mixed use developments, large utility and stormwater management systems and drainage basin studies for both the public and private sectors. In her current position, Ana is responsible for the project management of residential, commercial and industrial development related projects including design, permitting and construction administration.

In addition to the responsibilities noted above, Ms. Saunders has been involved with multiple Community Development Districts (CDD) providing Master Engineering Reports and cost estimates for CDD creation, design and permitting services for multiple phases of development, and operating as the District's engineer.

### PROFESSIONAL QUALIFICATIONS

- ◆ Member, Florida Engineering Society (FES) 2007
- ◆ Member, National Society of Professional Engineers (NSPE) 2007
- ◆ Registered Engineer, Florida 2006
- ◆ Member, American Society of Civil Engineers (ASCE) 2001
- ◆ University of Florida (BS, Civil Engineering) 2000

### SELECTED PROJECTS

- ◆ Malabar Springs, CDD—Interim District Engineer, providing engineer's reports, cost estimates and general CDD support.
- ◆ Palm Vista Preserve East, CDD - Master design and engineering reports and district engineer
- ◆ Heritage Isle, CDD - Design and permitting of multiple phases, serve as district engineer
- ◆ Viera DRI Village 1 - Master utility plan, modeling, design and permitting
- ◆ Chaparral - Design and permitting of master improvements and multiple phases
- ◆ Timbers at Everlands - Stormwater management design, modeling and permitting
- ◆ Riverwood at Everlands - Stormwater management design, modeling and permitting
- ◆ Malabar Springs - Master design, engineering and permitting
- ◆ St Johns Heritage Parkway - Stormwater modeling and permitting
- ◆ Emerson Road - Stormwater modeling and permitting
- ◆ Pace Road - Stormwater modeling and permitting





## Scott M. Glaubitz P.E., P.L.S., President

sglaubitz@bseconsult.com

Mr. Glaubitz has more than 45 years of experience in both the private and public sectors. His background of civil engineering and surveying includes DOT service, 30+ Development of Regional Impact (DRI) projects, community planning, ordinance writing, drainage studies, commercial/industrial developments as well as agricultural developments. Mr. Glaubitz' experience also includes the design and permitting of roadway and utility infrastructure, including remodeling of the City of Cocoa's water system and master planning and implementation of Viera's utility infrastructure.

Mr. Glaubitz has managed drainage and water management studies for Hendry County ( $\pm 108$  sq mi), Port LaBelle  $\pm 22$  sq mi), Duda Ranch in Brevard County  $\pm 60$  sq mi), Platt Ranch in Brevard County  $\pm 6.2$  sq mi), the Town of Grant-Valkaria 32 sq mi), and the Town of Indialantic  $\pm 1.3$  sq mi). Mr. Glaubitz manages BMAP compliance programs for the Towns of Indialantic, Grant-Valkaria, and Melbourne Beach.

As the President of B.S.E., Mr. Glaubitz is responsible for project management, scheduling, resource management, quality assurance and leads the design process from conceptual planning to construction.

### PROFESSIONAL QUALIFICATIONS

◆ Registered Engineer, Minnesota	2008
◆ Registered Engineer, North Carolina	1996
◆ Registered Land Surveyor, Florida	1985
◆ Registered Engineer, Florida	1983
◆ Member, National Society of Professional Engineers (NSPE)	1985
◆ Member, American Society of Civil Engineers (ASCE)	1983
◆ Member, Florida Engineering Society (FES)	1983
◆ University of Minnesota (BS, Civil Engineering)	1979

### SELECTED PROJECTS

- ◆ Baytree CDD - Master development design and CDD engineer
- ◆ Chaparral - Master development, water management and utility design and permitting
- ◆ Palm Vista - Master development, water management and utility design and permitting
- ◆ The Preserve at Tradition - Site design and stormwater management
- ◆ Rolling Meadow Lakes - Master development, water management and utility design and permitting
- ◆ Town of Indialantic - Master stormwater plan and improvements, Town engineer, and BMAP compliance
- ◆ Town of Grant-Valkaria - Town drainage study, Town engineer, and BMAP Compliance
- ◆ Town of Melbourne Beach - Town engineer and BMAP Compliance







## Hassan Kamal P.E., Vice-President

hkamal@bseconsult.com

Hassan Kamal has over 40 years of experience in both the private and public sectors. His civil engineering experience includes the planning, design, permitting and construction administration of numerous roadway projects, large scale residential and commercial/office developments and major utility improvements. He has been responsible for the successful completion of numerous large scale drainage studies and floodplain analysis and has also assisted in several Development of Regional Impact DRI projects. In addition, Mr. Kamal has been involved with several Community Development Districts (CDD) providing design and permitting services as well as operating as the District's engineer.

As the Vice President of B.S.E., Mr. Kamal is responsible for overseeing multiple projects, coordination with clients and governmental agencies and sub-consultants, project management, scheduling, resource management and quality assurance.

### PROFESSIONAL QUALIFICATIONS

- |  |      |
|--|------|
| ◆ Member, American Society of Civil Engineers (ASCE) | 1989 |
| ◆ Member, Florida Engineering Society (FES)          | 1989 |
| ◆ Registered Engineer, Florida                       | 1989 |
| ◆ University of Tennessee (BS, Civil Engineering)    | 1983 |

### SELECTED PROJECTS

- 
- ◆ Baytree CDD - Master development design and CDD engineer
  - ◆ Heritage Isle CDD - Master development design and CDD engineer
  - ◆ Viera East CDD - Development design and CDD engineer
  - ◆ Viera Village One - Master planning, engineering and utility design and permitting
  - ◆ Viera Village Two-Three - Master planning, engineering and utility design and permitting
  - ◆ Judge Fran Jamieson Way - Roadway design and permitting
  - ◆ Lake Andrew Drive Four-Lane Widening - Roadway design and permitting
  - ◆ Stadium Parkway (southern section) - Roadway/utility design and permitting
  - ◆ Lake Andrew Drive (north segment) - Roadway/utility design and permitting
  - ◆ Wickham Road Widening - Roadway design and permitting

B.S.E. Consultants, Inc. • 312 South Harbor City Blvd., Suite 4 • Melbourne, Florida 32901 • (321) 725-3674





## Kenneth Ludwa P.E., Senior Project Engineer

kludwa@bseconsult.com

Ken Ludwa has more than 30 years of consulting engineering practice in the private and public sectors, specializing in stormwater management, utility infrastructure, and permitting and regulatory compliance. Ken is BSE's primary point of contact for Engineering Services with the Everlands CDD.

Mr. Ludwa joined B.S.E. in July 2014 as a Civil Engineer and Project Manager. Before joining B.S.E., he was a Research and Development Program Manager at Development Alternatives Incorporated (DAI) in Bethesda, Maryland. While employed with DAI, Mr. Ludwa designed and launched a water resources research grants program for the Middle East and North Africa Network of Water Centers, funded by the U.S. Agency for International Development. The grants will strengthen regional water resources technology, management and policy. In prior experience as a water resources engineer, Mr. Ludwa developed complex, predictive models to guide the implementation of pollution control and flood control projects, prepared comprehensive stormwater management plans and capital improvement plans, and prepared design drawings, specifications, and cost estimates for surface water conveyance, flood management, and pollution control facilities for residential development, urban redevelopment projects, airports, highways and roads, industrial sites, parks, cemeteries, and forestry activities. As a Senior Project Engineer with B.S.E., Ken is responsible for the project management of residential and commercial development related projects including design, permitting and construction administration.

### PROFESSIONAL QUALIFICATIONS

◆ Registered Engineer, Florida	2014
◆ Registered Engineer, North Carolina	2013
◆ Registered Engineer, Washington State	1999
◆ University of Washington (Master of Science, Civil Engineering	1994
◆ University of Illinois (BS, Civil Engineering	1992

### SELECTED PROJECTS

- ◆ Everlands CDD - Engineering Services, including Engineering Reports and Engineering Cost Opinions for CDD Infrastructure
- ◆ Edgewood at Everlands - Subdivision design and permitting, including stormwater management and utilities
- ◆ The Preserve at Tradition - Subdivision design and permitting; stormwater management and utilities design; CDD coordination
- ◆ Viera DRI, Village 1 and Village 2 Master Stormwater Plans - Water management modeling, design, and permitting
- ◆ Southampton Lakes - Subdivision design and permitting, including utilities and stormwater management







## Leslie E. Howard, P.S.M., Survey Director

lhoward@bseconsult.com

Mr. Howard has worked on design/development, processing and project management teams for many government, public improvements, residential, commercial and industrial projects in South West Florida and Kentucky. Experience includes ALTA/ACSM Land Title surveys, boundary, improvement and topographic surveys, aerial photo control and surface volumetric surveys, hydrographic and subsurface volumetric surveys, GPS control using static, fast static and real time Kinematic methodologies, subdivision platting, boundary line adjustments with full project management and coordination.

As head of our survey department, for over 20 years Mr. Howard has been responsible for in route surveys for large scale infrastructure projects, Right-of-Way research, mapping and field monumentation roadway projects, coordination of multiple facets of data acquisition associated with developing design/survey data and property ownership, current GPS data acquisition technology, management and supervision of multiple crews and projects, and a broad understanding of Florida Statutes survey requirements.

### PROFESSIONAL QUALIFICATIONS

- ◆ Registered Land Surveyor, Florida (1985)
- ◆ Florida Survey and Mapping Society
- ◆ Certified Project Manager, South Florida Water Management District
- ◆ Florida PSM

### SELECTED PROJECTS

- ◆ Lake Andrew Drive - Survey, right-of-way mapping, survey control, construction layout and as-built survey drawings for  $\pm 2.5$  miles of four-lane urban arterial roadway construction
- ◆ Judge Fran Jamieson Way - Survey, right-of-way mapping, survey control, construction layout and as-built survey drawings for  $\pm 1.25$  miles of four-lane urban collector roadway
- ◆ Wickham Road Extension and Widening - Survey, right-of-way mapping, survey control, construction layout and as-built survey drawings for construction and widening of  $\pm 2.6$  miles of arterial roadway, including relocation of overhead utilities, transmission lines (water, wastewater), and pedestrian improvements
- ◆ Stadium Parkway - Design survey, right-of-way mapping, survey control, construction layout and as-built survey drawings for construction and widening of  $\pm 4.5$  miles of urban arterial roadway
- ◆ Viera Boulevard - Design survey, right-of-way mapping, survey control, construction layout and as-built survey drawings for the new construction of  $\pm 1.9$  miles of major collector roadway
- ◆ Tavistock Drive - Design survey, right-of-way mapping, survey control, construction layout and as-built survey drawings for the new construction of  $\pm 2.7$  miles of a two-lane local collector roadway, including utilities, pedestrian facilities and major drainage conveyances





## **Luis Molina Jr., P.L.S**

lmolina@bseconsult.com

Mr. Molina has worked in the development of survey control calculations, boundary resolutions and topography and boundary surveys since 2012 and has received his P.L.S in May of 2022. Mr. Molina is experienced in the preparation of legal descriptions, FEMA certifications, research of public records and has also been responsible for managing and scheduling up to six (6) field crews.

### **PROFESSIONAL QUALIFICATIONS**

- ◆ Registered Land Surveyor, Florida (2022)
  - ◆ Project Manager (2022 to Present)
  - ◆ Survey Technician / Field Crew Chief (2015 to 2022)
  - ◆ Party Chief (2012 to 2014)
-



**TAB 4 - STANDARD 330**

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *City and State*

Response to Request For Qualifications for Engineering Services for Malabar Springs Community Development District

2. PUBLIC NOTICE DATE

January 25, 2024

3. SOLICITATION OR PROJECT NUMBER

N/A

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Ana Saunders, P.E. / District Engineer / Senior Project Engineer

5. NAME OF FIRM

B.S.E. Consultants, Inc.

6. TELEPHONE NUMBER

(321) 725-3674

7. FAX NUMBER

(321) 723-1159

8. E-MAIL ADDRESS

ASaunders@BSEconsult.com, info@bseconsult.com

### C. PROPOSED TEAM

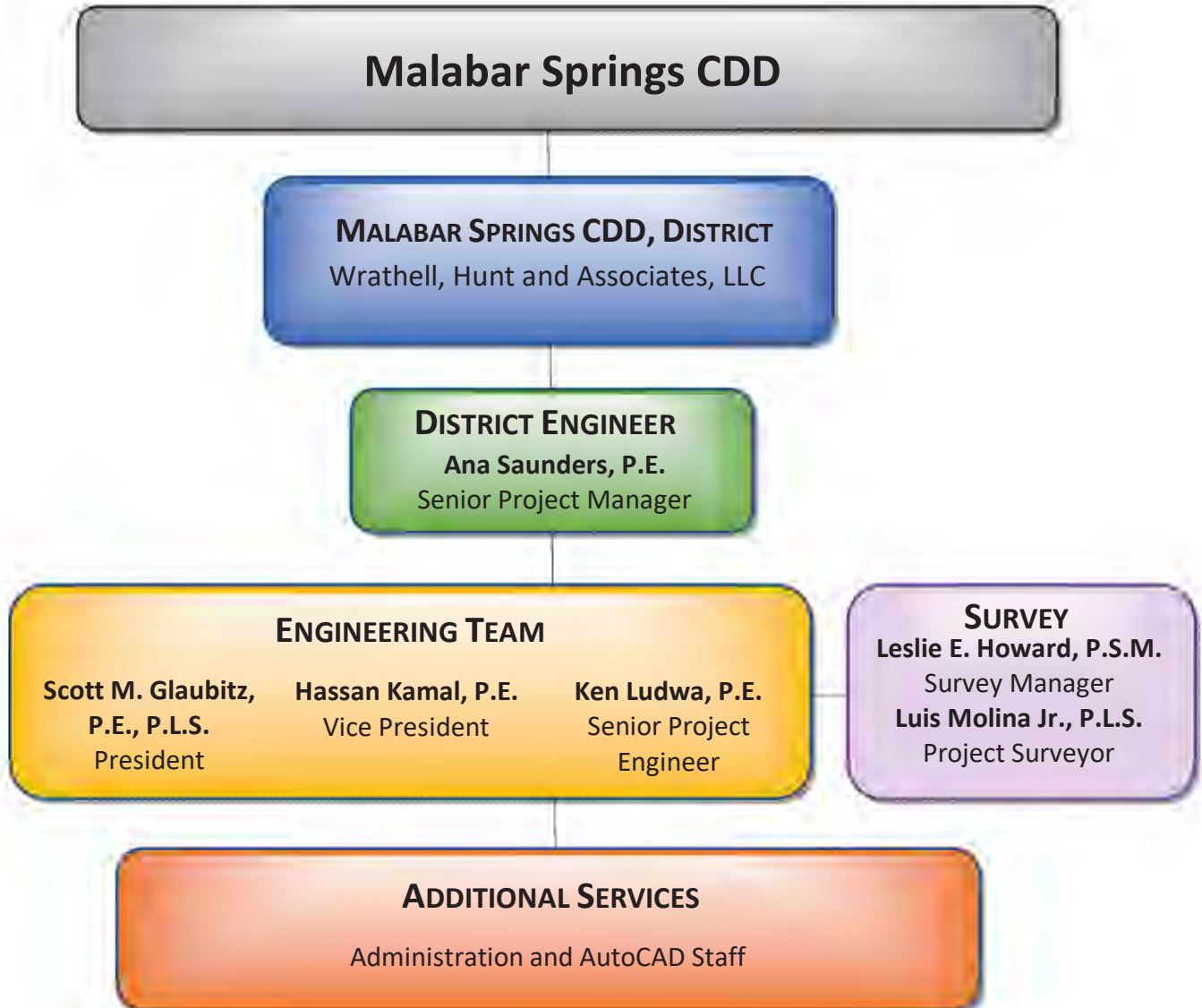
Complete this section for the prime contractor and all key subcontractors.

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B.S.E. Consultants, Inc.  CHECK IF BRANCH OFFICE	312 S. Harbor City Blvd., Suite 4 Melbourne, FL 32901	District Engineer
b.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	  CHECK IF BRANCH OFFICE		
c.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	  CHECK IF BRANCH OFFICE		
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	  CHECK IF BRANCH OFFICE		
e.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	  CHECK IF BRANCH OFFICE		
f.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	  CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ Attached





**E. RESUMES OF KEY PERSONNEL PROPOSE FOR THIS CONTRACT***Complete one Section E for each key person.*

12. NAME Ana Saunders, P.E.	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 24
15. FIRM NAME AND LOCATION <i>City and State</i> B.S.E. Consultants, Inc., Melbourne, FL			
16. EDUCATION <i>DEGREE AND SPECIALIZATION</i> University of Florida, B.S.C.E., Emphasis in Civil Engineering, 2000		17. CURRENT PROFESSIONAL REGISTRATION <i>STATE AND DISCIPLINE</i> FL, Professional Engineer, 2006; No. 63908	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>Publications, Organizations, Training, Awards, etc.</i> American Society of Civil Engineers Florida Engineering Society National Society of Professional Engineers			

**19. RELEVANT PROJECTS**

a.	1 TITLE AND LOCATION <i>City and State</i> Palm Vista Preserve East CDD Palm Bay, FL	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES 2008	CONSTRUCTION <i>If applicable</i> 2008
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Served as District Engineer from inception of the District to present. Assisted in the formation of the District; General duties include attendance at all District meetings and response to Supervisor's inquiring and directives. Prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Completed detailed design and permitting of various District infrastructure projects, including roadways, stormwater management facilities, utilities and recreation improvements.		
b.	1 TITLE AND LOCATION <i>City and State</i> Chaparral CDD Palm Bay, FL	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES 2007	CONSTRUCTION <i>If applicable</i> 2009
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Served as the Assistant District Engineer from inception of the District to present. Assisted in the formation of the District, prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Attendance at all District meetings and response to Supervisor's inquiries and directives. Assisted with detailed design, permitting and construction administration of various infrastructure projects, including roadways, stormwater management facilities and utilities.		
c.	1 TITLE AND LOCATION <i>City and State</i> Heritage Isle at Viera CDD (Viera, FL	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>If applicable</i> On-Going
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Serves as the District Engineer for Heritage Isle at Viera CDD (a ± 2,800 unit residential development); including preparation of all required Engineering Reports, cost estimates, design and permitting of the District's infrastructure improvement facilities, construction administration and assistance in establishment of maintenance operations and contracts for the District's infrastructure facilities. During this time, she assisted in transitioning the developer's completion in the community.		
d.	1 TITLE AND LOCATION <i>City and State</i> Viera Village One Viera, FL	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>If applicable</i> On-Going
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Serves as the Senior Project Engineer on the design and permitting of the master stormwater management system and utility infrastructure systems that support the +/-1,700 acre, +/- 4,300 residential unit development. Involved in strategic master planning meetings with owner. Provided construction support and services for infrastructure improvements.		
e.	1 TITLE AND LOCATION <i>City and State</i> Malabar Springs Community Development District Palm Bay, FL	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>If applicable</i> On-Going
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Serves as the interim District Engineer during formation of the District, serving an 885-unit residential development. Prepared Engineering Reports and cost estimates. Also completed detailed design and permitting of subdivision infrastructure, including roadways, stormwater management facilities, utilities, and recreation improvements.		

# E. RESUMES OF KEY PERSONNEL PROPOSE FOR THIS CONTRACT

Complete one Section E for each key person.

12. NAME Scott Glaubitz, P.E., P.L.S.	13. ROLE IN THIS CONTRACT Engineering Team	14. YEARS EXPERIENCE	
		a. TOTAL 45	b. WITH CURRENT FIRM 38
15. FIRM NAME AND LOCATION <i>City and State</i> B.S.E. Consultants, Inc. Melbourne, FL			
16. EDUCATION <i>DEGREE AND SPECIALIZATION</i> University of Minnesota - B.S. Civil Engineering, 1979		17. CURRENT PROFESSIONAL REGISTRATION <i>STATE AND DISCIPLINE</i> FL, Professional Engineer, 1983; No. 33659 FL, Professional Land Surveyor, 1985, No. 4151 MN, Professional Engineer, 2008, No. 46855 NC, Professional Engineer, 2008, No. 021833	

18. OTHER PROFESSIONAL QUALIFICATIONS *Publications, Organizations, Training, Awards, etc.*  
American Society of Civil Engineers; National Society of Professional Engineers  
FES s State Committee - "Conservation Environmental Quality Control"  
FES s local "Math Counts" Committee FES s local and state Scholarship Committee

## 19. RELEVANT PROJECTS

1) TITLE AND LOCATION <i>City and State</i> Everlands CDD (Palm Bay, FL	2 YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>If applicable</i> On-Going
3 BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm		
a. Supervised all services provided as District Engineer from inception of the District to present. Assisted in the formation of the District, prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Attendance at all District meetings and response to Supervisor's inquiries and directives.		
1) TITLE AND LOCATION <i>City and State</i> Palm Vista Preserve East CDD Palm Bay, FL	2 YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008	CONSTRUCTION <i>If applicable</i> 2008
3 BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm		
b. Served as District Engineer from inception of the District. Assisted in the formation of the District; General duties include attendance at all District meetings and response to Supervisor s inquiring and directives. Prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Completed detailed design and permitting of various District infrastructure projects, including roadways, stormwater management facilities, utilities and recreation improvements.		
1 TITLE AND LOCATION <i>City and State</i> Baytree CDD Melbourne, FL	2 YEAR COMPLETED	
	PROFESSIONAL SERVICES 2004	CONSTRUCTION <i>If applicable</i> 2004
3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm		
c. Served as Assistant District Engineer for the Baytree CDD, responsible for the design, permitting and construction administration of infrastructure improvements for a ± 500 acre residential/golf course community.		
1 TITLE AND LOCATION <i>City and State</i> Chaparral CDD Palm Bay, FL	2 YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008	CONSTRUCTION <i>If applicable</i> 2009
3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm		
d. Served as District Engineer from inception of the District to present. Assisted in the formation of the District, prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Attendance at all District meetings and response to Supervisor's inquiries and directives. Completed detailed design, permitting and construction administration of various infrastructure projects, including roadways, stormwater management facilities and utilities.		
1 TITLE AND LOCATION <i>City and State</i> Town of Grant-Valkaria (Grant-Valkaria, FL	2 YEAR COMPLETED	
	PROFESSIONAL SERVICES On-Going	CONSTRUCTION <i>If applicable</i> On-Going
3 BRIEF DESCRIPTION <i>Brief scope. size. cost. etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm		
e. Serves as the Town Engineer and Surveyor of Record since 2009. Surveying and Engineering Services for the +/-36 square mile Town consisting of the master stormwater planning, designing the Town Hall, park designing, road/street evaluations, pat reviews, and various other mapping, engineering, surveying and environmental services.		

**E. RESUMES OF KEY PERSONNEL PROPOSE FOR THIS CONTRACT***Complete one Section E for each key person.*

12. NAME Hassan Kamal, P.E.	13. ROLE IN THIS CONTRACT Engineering Team	14. YEARS EXPERIENCE	
		a. TOTAL 40	b. WITH CURRENT FIRM 35
15. FIRM NAME AND LOCATION <i>City and State</i> B.S.E. Consultants, Inc., Melbourne, FL			
16. EDUCATION <i>DEGREE AND SPECIALIZATION</i> University of Tennessee, B.S. Civil Engineering, 1983		17. CURRENT PROFESSIONAL REGISTRATION <i>STATE AND DISCIPLINE</i> FL, Professional Engineer, 1989; No. 41951	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>Publications, Organizations, Training, Awards, etc.</i> American Society of Civil Engineers Florida Engineering Society			

**19. RELEVANT PRO ECTS**

1 TITLE AND LOCATION <i>City and State</i>		2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
Heritage Isle at Viera CDD Viera, FL		2013	2015
a.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc. AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Served as the District Engineer from the inception of the Heritage Isle at Viera CDD (a ± 2,800 unit residential development, Phases 1-8 ; including preparation of all required Engineering Reports, cost estimates, design and permitting of the District's infrastructure improvement facilities, construction administration and assistance in establishment of maintenance operations and contracts for the District's infrastructure facilities.		
1 TITLE AND LOCATION <i>City and State</i>		2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
Baytree CDD Melbourne, FL		2004	2004
b.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc. AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Served as the District Engineer for the Baytree CDD, responsible for the design, permitting and construction administration of infrastructure improvements for a ± 500 acre residential/golf course community.		
1 TITLE AND LOCATION <i>City and State</i>		2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
Viera East CDD		2000	2000
c.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc. AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Served as the District Engineer from 1998-2000; provided engineering services for various infrastructure projects and assisted in the transition from a Developer controlled Board to a Resident controlled Board.		
1 TITLE AND LOCATION <i>City and State</i>		2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
Viera Village One Viera, FL		On-Going	On-Going
d.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc. AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Serves as the Engineer of Record for the +/-1,700 acre, +/- 4,300 residential unit development. Responsibilities include strategic master planning, design and permitting of the master stormwater management, utility water, sewer, reuse , and roadway system improvements.		
1 TITLE AND LOCATION <i>City and State</i>		2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
Viera Village Two Viera, FL		On-Going	On-Going
e.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc. AND SPECIFIC ROLE</i> <input checked="" type="checkbox"/> Check if project performed with current firm Serves as the Engineer of Record for the +/-3,000 acre, +/- 6,600 residential unit development. Responsibilities include strategic master planning, design and permitting of the master stormwater management, utility water, sewer, reuse , and roadway system improvements.		



## E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

*Complete one Section E for each key person.*

12. NAME Kenneth Ludwa, P.E.	13. ROLE IN THIS CONTRACT Engineering Team	a. TOTAL 30	b. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION <i>City and State</i> B.S.E. Consultants, Inc., Melbourne, FL			
16. EDUCATION <i>DEGREE AND SPECIALIZATION</i> University of Washington Master of Science, Civil Engineering , 1994 University of Illinois B.S., Civil Engineering , 1992		17. CURRENT PROFESSIONAL REGISTRATION <i>STATE AND DISCIPLINE</i> FL, Professional Engineer, 2014 No. 77185 NC, Professional Engineer, 2013 No. 040434 WA, Professional Engineer, 1999 No. 36061	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>Publications, Organizations, Training, Awards, etc.</i> American Association for the Advancement of Science – Science & Technology Policy Fellow Engineers Without Borders			

## 19. RELEVANT PROJECTS

	1 TITLE AND LOCATION <i>City and State</i>	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
	Everlands CDD (Palm Bay, FL)	On-Going	On-Going
a.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE <span style="float: right;">✓ Check if project performed with current firm</span>  Served as primary point of contact as District Engineer from inception of the District to present. Assisted in the formation of the District, prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Attendance at all District meetings and response to Supervisor's inquiries and directives.		
	Palm Vista Everlands – Subdivision Design and Permitting (Palm Bay, FL)	On-Going	On-Going
b.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE <span style="float: right;">✓ Check if project performed with current firm</span>  Designed and permitted the first phase of Everlands, a 158-unit, 50.4-acre residential subdivision in Palm Bay, Florida. Designed stormwater management system, water, sewer, and reuse systems, roadways, and pedestrian facilities, and obtained permits with the City of Palm Bay, St. Johns River Water Management District, Melbourne-Tillman Water Control District, and the Florida Department of Environmental Protection.		
	The Preserve at Tradition – Subdivision Design and Permitting Port St. Lucie, FL	2019	2019
c.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE <span style="float: right;">✓ Check if project performed with current firm</span>  Design, permitting, and construction engineering for the Preserve at Tradition, a residential subdivision with 110 units in Port St. Lucie, Florida. Designed the stormwater management system, water, sewer, and reuse systems, roadways, and pedestrian facilities. Coordinated project design and construction with the Tradition CDD, integrating the project with the CDD's master drainage system and ensuring that the project was consistent with CDD design requirements.		
	Viera DRI, Village One and Village Two Master Stormwater Plans (Viera, FL)	On-Going	On-Going
d.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE <span style="float: right;">✓ Check if project performed with current firm</span>  Modeled and designed the master stormwater management system for Viera Village 1 ±1,700 acres, ±4,300 residential units and Village 2 ±3,000 acres, ±6,600 residential units . Responsible for design, permitting, and construction oversight (including cost estimating, bid preparation and evaluation, and contract administration of these master systems.		
	Southampton Lakes – Subdivision Design and Permitting Melbourne, FL	On-Going	On-Going
e.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE <span style="float: right;">✓ Check if project performed with current firm</span>  Designed and permitted Southampton Lakes, a 103-unit, ±42.7-acre residential subdivision in Melbourne, Florida. Designed stormwater management, water, and sewer systems, roadways, and pedestrian facilities, and obtained permits with the City of Melbourne, St. Johns River Water Management District, and the Florida Department of Environmental Protection.		

**E. RESUMES OF KEY PERSONNEL PROPOSE FOR THIS CONTRACT***Complete one Section E for each key person.*

12. NAME Leslie E. Howard, P.S.M.	13. ROLE IN THIS CONTRACT Survey Director	a. TOTAL 43	b. WITH CURRENT FIRM 19
15. FIRM NAME AND LOCATION <i>City and State</i> B.S.E. Consultants, Inc., Melbourne, FL			
16. EDUCATION <i>DEGREE AND SPECIALIZATION</i> Certified Project Manager, South Florida Water Management District		17. CURRENT PROFESSIONAL REGISTRATION <i>STATE AND DISCIPLINE</i> FL, Professional Surveyor and Mapper, 1985 No. 5611	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>Publications, Organizations, Training, Awards, etc.</i> Florida Survey and Mapping Society			

**19. RELEVANT PROJECTS**

	1 TITLE AND LOCATION <i>City and State</i>	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
	Heritage Isle at Viera CDD (Viera, FL)	2013	2015
a.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Surveying services for Heritage Isle at Viera CDD a ±2,800-unit residential development , including topographic and boundary survey, survey control, construction layout, and as-built survey for District infrastructure construction projects.		
	Viera Village One Viera, FL	On-Going	On-Going
b.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Surveying services for ±1,700-acre, ±4,300 residential unit development, including topographic and boundary survey, survey control, construction layout, and as-built survey for infrastructure construction projects. Prepared preliminary and final plats.		
	Viera Village Two Viera, FL	On-Going	On-Going
c.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Surveying services for ±3,000-acre, ±6,600 residential unit development, including topographic and boundary survey, survey control, construction layout, and as-built survey for infrastructure construction projects. Preparation of preliminary and final plats.		
	St. Johns Preserve Palm Bay, FL	On-Going	On-Going
d.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Topographic and boundary survey, tree survey, survey control, construction layout, and as-built survey for ±178-acre, ± 620-unit subdivision. Preparation of preliminary and final plats.		
	Palm Vista Everlands Palm Bay, FL	On-Going	On-Going
e.	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE ✓ Check if project performed with current firm Topographic and boundary survey, tree survey, survey control, construction layout, and as-built survey for the first phase of Everlands, a 158-unit, ±50.4-acre residential subdivision in Palm Bay, Florida. Preparation of preliminary and final plats.		

**E. RESUMES OF KEY PERSONNEL PROPOSE FOR THIS CONTRACT***Complete one Section E for each key person.*

12. NAME Luis Molina Jr., P.L.S.	13. ROLE IN THIS CONTRACT Project Surveyor	a. TOTAL 12	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>City and State</i> B.S.E. Consultants, Inc., Melbourne, FL			
16. EDUCATION <i>DEGREE AND SPECIALIZATION</i> Valencia College, Orlando (A.S. Degree, Civil/Surveying Engineering Technology) UNEXPO Universidad Politécnica Antonio José de Sucre, Puerto Ordaz, Venezuela B.S. Degree, Industrial Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>STATE AND DISCIPLINE</i> FL, Professional Surveyor and Mapper, #LS7407 UAS – Remote pilot certificate from FAA, Cert. #4382697	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>Publications, Organizations, Training, Awards, etc.</i> Florida Survey and Mapping Society			

**19. RELEVANT PROJECTS**

a.	1 TITLE AND LOCATION <i>City and State</i>	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE Check if project performed with current firm		
b.	1 TITLE AND LOCATION <i>City and State</i>	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE Check if project performed with current firm		
c.	1 TITLE AND LOCATION <i>City and State</i>	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE Check if project performed with current firm		
d.	1 TITLE AND LOCATION <i>City and State</i>	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE Check if project performed with current firm		
e.	1 TITLE AND LOCATION <i>City and State</i>	2 YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>If applicable</i>
	3 BRIEF DESCRIPTION <i>Brief scope, size, cost, etc.</i> AND SPECIFIC ROLE Check if project performed with current firm		

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

Everlands Community Development District I (Palm Bay, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

On-Going

CONSTRUCTION (If applicable)

On-Going

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Everlands Community Development District

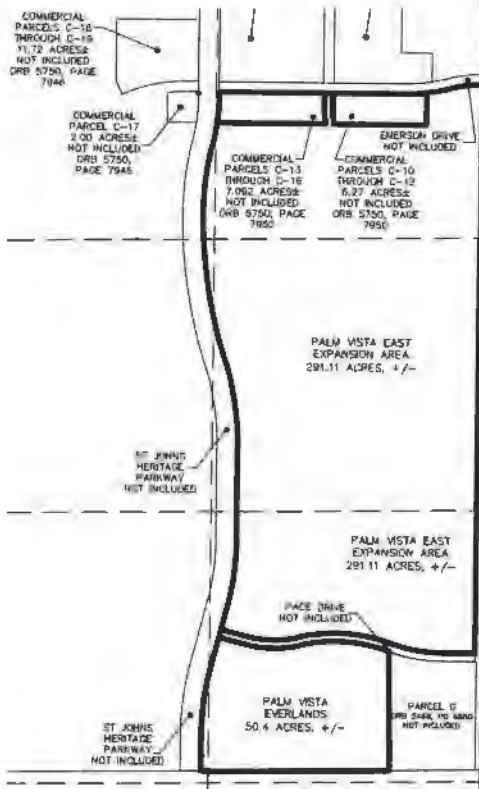
b. POINT OF CONTACT

Frank Sakuma, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

(772) 345-5119

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



**SCOPE**

Assisted in the formation of the District, prepared Engineer's Reports, cost estimates, and Engineering Studies as needed. Attendance at all District meetings and response to Supervisor's inquiries and directives.

**COST**

\$25,000.00 (CDD only, not incl. development)

**SIZE**

± 341.51 acres / ± 1,002 residential units

**SERVICES**

- Civil Engineering
- Development
- Environmental Services
- Permitting
- Surveying
- District Board Meetings

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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor, Environmental Services, District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects 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)

Palm Vista Preserve East CDD (Palm Bay, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2008

CONSTRUCTION (If applicable)

—

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Palm Vista Preserve East CDD

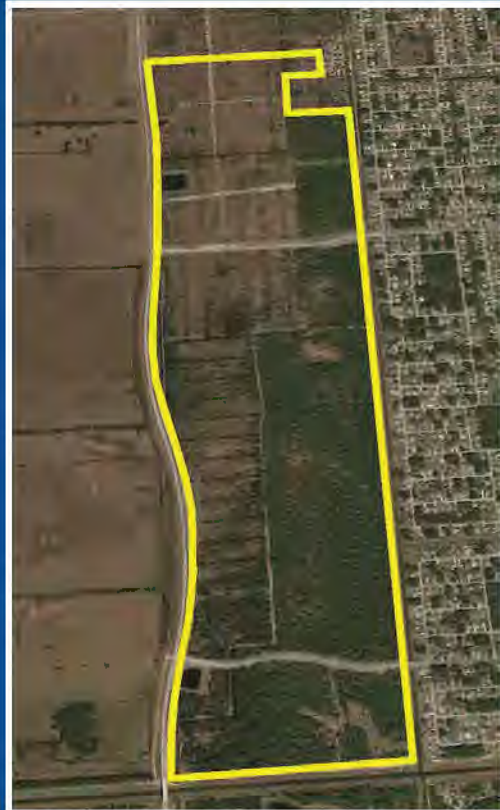
b. POINT OF CONTACT

Vivian Carvalho, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407-472-2471 (Rizzetta & Company)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



**SCOPE**

General duties include attendance at all District meetings, and response to Supervisor's inquiries and directives. Specific duties include the design, and permitting for various District infrastructure projects, including roadway, utilities, drainage, and landscape improvements. BSE also prepared an Engineering Report and provided numerous cost estimates for the bonding process.

**COST**

🔧 \$25,000.00 (CDD only, not development)

**SIZE**

🔧 ± 621 acres / ± 932 residential units

**SERVICES**

- 🔧 Civil Engineering
- 🔧 Development
- 🔧 Environmental Services
- 🔧 Permitting
- 🔧 Surveying
- 🔧 District Board Meetings

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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor, Environmental Services, District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION (City and State)

Baytree CDD (Melbourne, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2004

CONSTRUCTION (If applicable)

2004

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER  
Baytree CDD

b. POINT OF CONTACT  
Jason Showe, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER  
407-841-5524 (Governmental Management Services Central Florida, LLC)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

**PROJECT**

General duties include attendance at all District meetings, response to Supervisor's inquiries and directives, establishing and monitoring of various service contracts (Landscape Maintenance, Aquatic Maintenance, and Security), and response to residents' questions. Specific duties include the design, permitting, and construction administration for various District infrastructure projects, including roadway, utilities, drainage, recreational, and landscape improvements. Specific projects are as listed below:

- Phases 1-3 Infrastructure Improvements: Planning, design, permitting, and construction administration for the initial development phase, providing drainage, roadways, and utilities to +/-932 residential lots, the Baytree Golf Course and the Clubhouse Complex.
- Baytree Drive Right-of-Way Landscape Improvements: Landscaping and irrigation design for the right-of-way and landscape easement areas along the Baytree Drive right-of-way.
- Baytree Park Improvements: Design, permitting, and construction services for the Baytree Park Facility, including tennis courts, play area, swimming pool, cabana, and parking areas.
- Baytree CDD – Wetland Monitoring: Development and maintenance of a comprehensive wetland monitoring and reporting program for all wetland mitigation areas in conformance with St. Johns River Water Management District criteria.



**COST**

\$665,000.00

**SIZE**

± 621 acres / ± 932 residential units

**SERVICES**

- Civil Engineering
- Construction Administration
- Development
- Environmental Services
- Permitting
- Surveying
- District Board Meetings

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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor, Environmental Services, District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
(Present as many projects 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)

Viera East CDD (Viera, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2000

CONSTRUCTION If applicable)

2000

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER  
Viera East CDD

b. POINT OF CONTACT  
Jason Showe, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER  
407-841-5524 (Governmental Management  
Services Central Florida, LLC)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



**COST**

\$50,000.00 (CDD only, not development)

**SIZE**

± 2,825 acres / ± 3,210 residential units

**SERVICES**

- ✦ Civil Engineering
- ✦ Construction Administration
- ✦ Development
- ✦ Environmental Services
- ✦ Permitting
- ✦ Surveying
- ✦ District Board Meetings

**PROJECT**

BSE served as the District Engineer for the Viera East CDD from 1998 to 2002. General duties include attendance at all District meetings, response to Supervisor's inquiries and directives, establishing and monitoring of various service contracts (Landscape Maintenance, Aquatic Maintenance, and Security), and response to residents' questions. Specific duties include the design, permitting, and construction administration for various District infrastructure projects, including roadway, utilities, drainage, recreational, and landscape improvements. Specific projects are as listed below:

- Murrell Road Four-Lane Widening, North Segment: Design, permitting and construction administration for ± 2.75 miles of two-lane widening improvements for a major collector roadway within the Viera community.
- Murrell Road Four-Lane Widening, South Segment: Design and permitting for ± 1.0 miles of two-lane widening improvements, intersection improvements and signal modifications for a major collector roadway within the Viera community.
- Parcel U, X Utility Infrastructure Improvements: Design, permitting and contract administration for a lift station, gravity sewer and potable water improvements to service a portion of the Viera East CDD.

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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor, Environmental Services, District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects 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)

Heritage Isle at Viera CDD (Viera, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

On Going

CONSTRUCTION (If applicable)

2016

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Heritage Isle at Viera CDD

b. POINT OF CONTACT

Brian Mendes, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407-472-2471 (Rizzetta & Company, Inc.)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

**PROJECT**

Heritage Isle at Viera CDD District Engineer: General duties include attendance at all District meetings, and response to Supervisor's inquiries and directives. Specific duties include the design, permitting, and construction administration for various District infrastructure projects, including roadway, utilities, drainage, recreational, and landscape improvements. Specific projects are as listed below:

- Phase 1-8 Infrastructure Improvements: Planning, design, permitting, and construction administration for the initial development phase, providing drainage, roadways, and utilities to the ± 2,800 residential units.
- Legacy Boulevard Right-of-Way Landscape Improvements: Construction Administration for Landscaping and irrigation for the right-of-way and landscape easement areas along the Legacy Boulevard right-of-way.
- Master Stormwater Management Infrastructure Improvements: Planning and design for the Master Stormwater improvements, including a reuse/recharge system, required to service the Community.



**COST**

- 🔧 CDD - \$300,000 (to date)
- 🔧 Development - \$925,000.00

**SIZE**

- 🔧 ± 500 acres / ± 2,800 residential units
- 🔧 +/- 23,000 sf clubhouse facility

**SERVICES**

- 🔧 Civil Engineering
- 🔧 Construction Administration
- 🔧 Development
- 🔧 Environmental Services
- 🔧 Permitting
- 🔧 Surveying
- 🔧 District Board Meetings

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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor, Environmental Services, District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects 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)

Chaparral CDD (Palm Bay, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2007

CONSTRUCTION (if applicable)

2009

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Chaparral CDD

b. POINT OF CONTACT

Vivian Carvalho, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407-472-2471 (Rizzetta & Company)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

**PROJECT**

General duties include attendance at all District meetings, and response to Supervisor's inquiries and directives. Specific duties include the design, permitting for the entire development including master plans for mass grading, stormwater facilities, and utility improvements (water, gravity sewer and lift station). BSE also designed and permitted offsite roadway widening and turn lane improvements to serve the project.

Construction Management and Administration Services were provided for the first phase of development.

**COST**

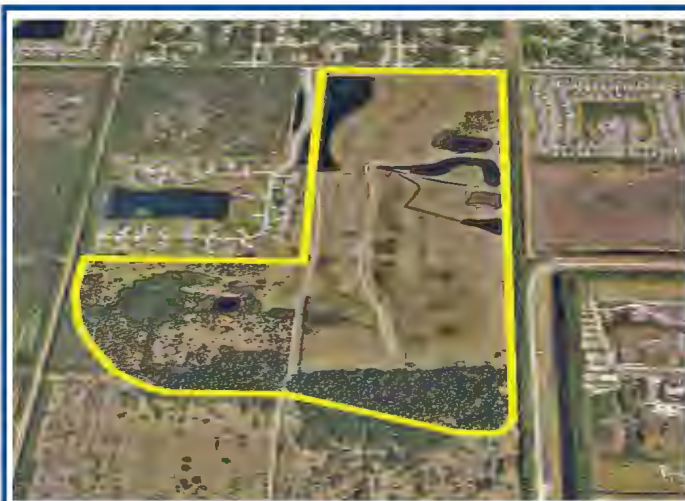
\$1,100,000.00 (Consultant Fees)

**SIZE**

± 350 acres / ± 750 residential units

**SERVICES**

- Civil Engineering
- Construction Administration
- Development
- Environmental Services
- Permitting
- Surveying
- District Board Meetings



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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION (City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor, Environmental Services, District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

7

21. TITLE AND LOCATION (City and State)

Viera Village One and Village Two (Viera, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

On-Going

CONSTRUCTION (If applicable)

On-Going

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

The Viera Company

b. POINT OF CONTACT

Mary Ellen McKibben

c. POINT OF CONTACT TELEPHONE NUMBER

321-242-1200

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

**PROJECT**

BSE developed the master stormwater management, utility (water, sewer and reuse) systems, and roadway networks for Viera Village 1, a  $\pm 1,700$  acre,  $\pm 4,300$  residential unit development and Viera Village 2, a  $\pm 3,000$  acre mixed use development with  $\pm 6,600$  residential units in Viera, Florida. We are the Engineer of Record for the design, permitting, and construction process (including cost estimating, bid preparation and evaluation, and contract administration) of these master systems. We also provided construction stake-out and as-built services for much of these improvements.

The master stormwater system is an interconnected, cascading system comprised of more than 140 lakes with multiple control points. Additionally, this system was designed to incorporate and hydrate the higher functioning area wetlands turning them into community assets.

The utility improvements consist of main trunk lines with multiple interconnecting pipes to provide efficient and cost-effective systems.



**COST**

\$523,000.00 (to date)

**SIZE**

$\pm 4,700$  acres

$\pm 10,900$  residential units

**SERVICES**

- Civil Engineering
- Construction Administration
- Development
- Permitting
- Surveying

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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor, Environmental Services
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION (City and State)

Viera Stewardship District (Viera, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

On-Going

CONSTRUCTION (If applicable)

On-Going

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Viera Stewardship District

b. POINT OF CONTACT

Craig Wrathell

c. POINT OF CONTACT TELEPHONE NUMBER

561-571-0010 (Wrathell, Hunt & Associates, LLC)

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

**PROJECT**

BSE is the District Engineer for the Viera Stewardship District, a ±13,000 Special Assessment District located in Brevard County, Florida. We support the District's responsibilities to maintain and manage stormwater, aquatic weed control, Preferred Cover Type (PCT) tree maintenance, street lighting and environmental conservation (Viera Wilderness Park) within its boundaries.

**COST**

\$17,500.00 (to date)

**SIZE**

± 13,441.6 acres

**SERVICES**

- Civil Engineering
- Construction Administration
- Development
- Permitting
- Surveying
- District Board Meetings



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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects 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)

Malabar Springs Community Development District (Palm Bay, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

On-Going

CONSTRUCTION (If applicable)

On-Going

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Malabar Holdings Group, LLC

b. POINT OF CONTACT

Keith Trace

c. POINT OF CONTACT TELEPHONE NUMBER

321-624-3126

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



**PROJECT**

BSE is the interim District Engineer during formation of the District, serving an 885-unit residential development. BSE prepared Engineering Report and cost estimates. BSE also completed detailed design and permitting of subdivision infrastructure, including roadways, stormwater management facilities, utilities, and recreation improvements. We obtained permits with the City of Palm Bay, Brevard County, St. Johns River Water Management District, Melbourne-Tillman Water Control District, Federal Emergency Management Agency and the Florida Department of Environmental Protection. Construction is nearing kicked-off and BSE is providing construction engineering and inspection services.

**COST**

🔥 CDD - \$3,800.00 (to date)

**SIZE**

🔥 ± 291 acres / ± 885 residential units

**SERVICES**

- 🔥 Civil Engineering
- 🔥 Construction Administration
- 🔥 Development
- 🔥 Permitting
- 🔥 Surveying

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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Interim District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects 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)

Everlands (Palm Bay, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

On-Going

CONSTRUCTION (If applicable)

On-Going

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Lennar Homes, LLC

b. POINT OF CONTACT

Greg Pettibon

c. POINT OF CONTACT TELEPHONE NUMBER

561-345-6700

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

**PROJECT**

BSE designed and permitted the first phase of Everlands, a +/- 50 acre, 158-unit residential subdivision in Palm Bay, Florida. BSE designed the stormwater management system, water, sewer, and reuse systems, roadways, and pedestrian facilities. We obtained permits with the City of Palm Bay, St. Johns River Water Management District, Melbourne-Tillman Water Control District, and the Florida Department of Environmental Protection. BSE is also contracted to provide construction engineering and inspection.

**COST**

🚧 \$314,000.00 (to date)

**SIZE**

🚧 ± 50.4 acres / ± 158 residential units

**SERVICES**

- 🚧 Civil Engineering
- 🚧 Construction Administration
- 🚧 Development
- 🚧 Permitting
- 🚧 Surveying



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

a.	(1) FIRM NAME B.S.E. Consultants, Inc.	(2) FIRM LOCATION(City and State) Melbourne, FL	(3) ROLE Engineer of Record, Land Surveyor
b.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE

## 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	Everlands I CDD	6	Chaparral CDD
2	Palm Vista Preserve East CDD	7	Viera Village One and Village Two
3	Baytree CDD	8	Viera Stewardship District
4	Viera East CDD	9	St. Johns Preserve
5	Heritage Isle at Viera CDD	10	Everlands



## 1 SOLICITATION NUMBER (if any)

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

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			
12	Civil Engineer	6		C15	Construction Management	See Below
02	Administrative	5		C16	Construction Surveying	See Below
38	Land Surveyor	2		C18	Cost Estimating; Cost Engineering, etc.	See Below
08	CADD Technician	9		H11	Housing (Residential)	See Below
				L02	Land Surveying	See Below
				P05	Planning (Community)	See Below
				P06	Planning (Site)	See Below
				S10	Surveying, Platting, etc.	See Below
				T04	Topographic Surveying & Mapping	See Below
				W02	Water Resources, etc.	See Below
				Z01	Zoning, Land Use Studies	See Below
					Revenue Year – 2019	6
					Revenue Year – 2020	6
					Revenue Year – 2021	6
					Revenue Year – 2022	6
					Revenue Year – 2023	6
	Other Employees	9				
	Total	31				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1	1. Less than \$100,000.	6. \$2 million to less than \$5 million
b. Non-Federal Work	6	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total	6	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

The foregoing is a statement of facts

STANDARD FORM 330 (REV 8/2016) PAGE 20



## **TAB 5 - CLIENT REFERENCES**



## TAB 5 - CLIENT REFERENCES

We are proud to offer the following Client References:

**Brian Mendes, Rizzetta Company, Inc.**

Heritage Isle CDD Manager  
8529 South Park Circle  
Suite #330  
Orlando, FL 32819  
407) 472-2471  
[bmendes@rizzetta.com](mailto:bmendes@rizzetta.com)



**Mary Ellen McKibben, The Viera Company**

7380 Murrell Road  
Suite #201  
Viera, FL 32940  
321) 242-1200 x 4516  
[maryellen.mckibben@duda.com](mailto:maryellen.mckibben@duda.com)



**Gregory Pettibon, Lennar Homes**

3931 RCA Boulevard, Suite 3105  
Palm Beach Gardens, FL 33410  
954) 415-0229  
[Greg.Pettibon@lennar.com](mailto:Greg.Pettibon@lennar.com)

**LENNAR®**

**Johnny T. Lynch III, DR Horton**

1430 Culver Drive, NE  
Palm Bay, FL 32907  
321) 654-2094  
[JTLynch@drhorton.com](mailto:JTLynch@drhorton.com)



**Mike Casey, Town of Indialantic**

216 Fifth Avenue  
Indialantic, FL 32903  
321) 723-2242  
[mcasey@indialantic.com](mailto:mcasey@indialantic.com)



Town of  
**Indialantic**  
Florida

**Wrathell, Hunt and Associates**

2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
561-571-0010, ext:400  
[wrathellc@whhassociates.com](mailto:wrathellc@whhassociates.com)



Wrathell, Hunt and Associates, LLC





## TAB 6 - INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LRA Insurance P.O. Box 948173  Maitland FL 32794		<b>CONTACT NAME:</b> Elizabeth Gonzales Quiles <b>PHONE (A/C, No. Ext):</b> (407) 838-3445 <b>E-MAIL ADDRESS:</b> erivera@lrainsurance.com <b>FAX (A/C, No):</b> (407) 838-3460	
<b>INSURED</b> BSE Consultants, Inc. 312 South Harbor City Blvd Suite 4 Melbourne FL 32901		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co <b>INSURER B:</b> Evanston Insurance Company <b>INSURER C:</b> Bridgefield Employers Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25674 35378 10701	

**COVERAGES****CERTIFICATE NUMBER:** 23/24**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			X-660-8332N605-PHX-23	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB			EZXS3124874	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED		RETENTION \$				\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			0830-42697	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			QT-660-5D57704-2-TIL-23	08/01/2023	08/01/2024	Scheduled Equipment \$152,236

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

For Proposals Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>2502 N Rocky Point Drive</b> <b>Suite 400</b> <b>Tampa, FL 33607</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 813 321-7500</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> <b>BSE Consultants, Inc.</b> <b>312 S Harbor City Blvd</b> <b>Melbourne, FL 32901</b>	<table border="1"> <tr> <th data-bbox="815 434 1425 457">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1432 434 1554 457">NAIC #</th> </tr> <tr> <td data-bbox="815 459 1425 483"><b>INSURER A : XL Specialty Insurance Company</b></td> <td data-bbox="1432 459 1554 483"><b>37885</b></td> </tr> <tr> <td data-bbox="815 491 1425 514"><b>INSURER B :</b></td> <td data-bbox="1432 491 1554 514"></td> </tr> <tr> <td data-bbox="815 522 1425 546"><b>INSURER C :</b></td> <td data-bbox="1432 522 1554 546"></td> </tr> <tr> <td data-bbox="815 554 1425 577"><b>INSURER D :</b></td> <td data-bbox="1432 554 1554 577"></td> </tr> <tr> <td data-bbox="815 585 1425 609"><b>INSURER E :</b></td> <td data-bbox="1432 585 1554 609"></td> </tr> <tr> <td data-bbox="815 617 1425 640"><b>INSURER F :</b></td> <td data-bbox="1432 617 1554 640"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : XL Specialty Insurance Company</b>	<b>37885</b>	<b>INSURER B :</b>		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A : XL Specialty Insurance Company</b>	<b>37885</b>														
<b>INSURER B :</b>															
<b>INSURER C :</b>															
<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPR5009964	03/01/2023	03/01/2024	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

## CERTIFICATE HOLDER

## CANCELLATION

For Proposal Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*B. M. Carl*



## **TAB 7 - BUSINESS ETHICS**

## TAB 7 - BUSINESS ETHICS

**Are there any circumstances whereby the professional conduct of your firm or any of its engineers is currently being investigated by an administrative agency or qualification board?**

No there are not. B.S.E. Consultants is proud of its track record of no investigations and of its staff of high-level professionals.

**Is there any prior adverse judicial or administrative decision or settlement relating to a violation of ethical standards by your firm or one of its engineers?**

No there are not. B.S.E. Consultants has a long-standing reputation in the State of Florida and particularly in Brevard County as an ethical and professional company.





## **TAB 8 - BUSINESS AND PROFESSIONAL LICENSES**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
BSE CONSULTANTS, INC.

### Filing Information

**Document Number** J25079  
**FEI/EIN Number** 59-2700918  
**Date Filed** 07/11/1986  
**Effective Date** 07/09/1986  
**State** FL  
**Status** ACTIVE

### Principal Address

312 S HARBOR CITY BLVD  
MELBOURNE, FL 32901

Changed: 01/30/2020

### Mailing Address

312 S HARBOR CITY BLVD  
MELBOURNE, FL 32901

Changed: 01/30/2020

### Registered Agent Name & Address

GLAUBITZ, SCOTT  
312 S HARBOR CITY BLVD.,  
MELBOURNE, FL 32901

Name Changed: 03/08/1990

Address Changed: 01/30/2020

### Officer/Director Detail

#### **Name & Address**

Title DP

GLAUBITZ, SCOTT  
3500 GOAT CREEK LAKE  
MALABAR, FL 32950

Title DV



KAMAL, HASSAN  
4080 Lower Union Road  
Orlando, FL 32814

### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	02/26/2021
2022	04/12/2022
2023	01/25/2023

### **Document Images**

<a href="#">01/25/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/26/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/21/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/07/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/13/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/04/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/10/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/11/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/29/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/17/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/27/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/17/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/03/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
PROFESSIONAL REGULATION



Department of Business  
& Professional Regulation

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[Unlicensed Activity Search](#)

[AB&T Delinquent Invoice & Activity  
List Search](#)

## LICENSEE DETAILS

8:21:49 AM 1/30/2024

### Licensee Information

Name:	<b>BSE CONSULTANTS, INC. (Primary Name)</b>
Main Address:	<b>312 S. HARBOR CITY BOULEVARD #4 MELBOURNE Florida 329011351</b>
County:	<b>BREVARD</b>

### License Information

License Type:	<b>Engineering Business Registry</b>
Rank:	<b>Registry</b>
License Number:	<b>4905</b>
Status:	<b>Current</b>
Licensure Date:	<b>01/11/1988</b>
Expires:	

### Special Qualifications

### Qualification Effective

--

### Alternate Names

--

[View Related License Information](#)

[View License Complaint](#)

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB4905**

Expiration Date February 28, 2025

## Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

**BSE CONSULTANTS INC**  
312 S HARBOR CITY BLVD STE 4  
MELBOURNE, FL 32901-1351

A stylized, handwritten signature in black ink, appearing to read "Wilton Simpson".

WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**SAUNDERS, ANA LOUISE**

517 BAHAMA DRIVE  
INDIAN HARBOUR BEACH FL 32937

**LICENSE NUMBER: PE63908**

**EXPIRATION DATE: FEBRUARY 28, 2025**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**GLAUBITZ, SCOTT MERTON**

C/O BSE CONSULTANTS INC  
312 S HARBOR CITY BLVD, SUITE 4  
MELBOURNE FL 329011351

**LICENSE NUMBER: PE33659**

**EXPIRATION DATE: FEBRUARY 28, 2025**

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Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS4151**

Expiration Date February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

SCOTT MERTON GLAUBITZ  
312 S HARBOR CITY BLVD STE 4  
MELBOURNE, FL 32901-1351

A handwritten signature in black ink, appearing to read "W. Simpson", is positioned above the printed name of the Commissioner of Agriculture.

WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**KAMAL, HASSAN A**

B S E CONSULTANTS, INC  
312 S HARBOR CITY BLVD #4  
MELBOURNE FL 329011351

**LICENSE NUMBER: PE41951**

**EXPIRATION DATE: FEBRUARY 28, 2025**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**LUDWA, KENNETH ALAN**

150 OXFORD CT  
INDIALANTIC FL 32903

**LICENSE NUMBER: PE77185**

**EXPIRATION DATE: FEBRUARY 28, 2025**

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Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5611**

Expiration Date February 28, 2025

## **Professional Surveyor and Mapper License**

Under the provisions of Chapter 472, Florida Statutes

**LESLIE E HOWARD**  
**312 S HARBOR CITY BLVD.**  
**MELBOURNE, FL 32901**

A stylized, handwritten signature in black ink, appearing to read "Wilton Simpson".

**WILTON SIMPSON**  
**COMMISSIONER OF AGRICULTURE**

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS7407**

Expiration Date February 28, 2025

## Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

**LUIS MOLINA**  
3052 FIELDWOOD CIR  
SAINT CLOUD, FL 34772-8846

*Nicole Fried*

NICOLE "NIKKI" FRIED  
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**10D**

Malabar Springs Community Development District  
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

		Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
	<i>weight factor</i>	25	25	20	15	5	5	5	100
	NAME OF RESPONDENT								
1	B.S.E. Consultants, Inc.								
2									

\_\_\_\_\_  
Board Member's Signature

\_\_\_\_\_  
Date

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**11**

## **RESOLUTION 2024-02**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of Ordinance No. 2022-114 creating the District (the "Ordinance") December 6, 2022; and

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

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

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on the 5th day of November, 2024 at 11:15 a.m., at 2651 W. Eau Gallie Blvd., Suite A, Melbourne, Florida 32935.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners meeting in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its May 21, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 21ST DAY OF MAY, 2024.**

**ATTEST:**

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

## Exhibit A



**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF  
SUPERVISORS OF THE MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Malabar Springs Community Development District (the "District") in Brevard County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024

TIME: 11:15 a.m.

PLACE: 2651 W. Eau Gallie Blvd., Suite A  
Melbourne, Florida 32935

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

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

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

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

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

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **11:15 a.m.**

LOCATION:     **2651 W. Eau Gallie Blvd., Suite A  
Melbourne, Florida 32935**

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

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

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

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

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

## LANDOWNER PROXY

### MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT CITY OF PALM BAY, BREVARD COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 5, 2024

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Malabar Springs Community Development District to be held at 11:15 a.m., on November 5, 2024, at 2651 W. Eau Gallie Blvd., Suite A, Melbourne, Florida 32935, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

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

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

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

\_\_\_\_\_  
Date

#### Parcel Description

#### Acreage

#### Authorized Votes

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

**OFFICIAL BALLOT**

**MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 5, 2024**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

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

**Description**

**Acreage**

_____	_____
_____	_____
_____	_____

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

or

**Attach Proxy.**

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

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
3		
4		
5		

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

Signed: \_\_\_\_\_

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

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**12**

## **AGREEMENT**

Between

**BREVARD COUNTY PROPERTY APPRAISER**

And

**Malabar Springs Community Development District**

For

### **NON-AD VALOREM ASSESSMENTS**

An AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024, between Dana Blickley, CFA, acting in her capacity as the Brevard County Property Appraiser ("Property Appraiser"), and the Malabar Springs Community Development District, located in Brevard County.

#### **WITNESSETH:**

WHEREAS, Malabar Springs Community Development District adopted the uniform method of levying and collecting non-ad valorem assessments ("assessments"), pursuant to Section 197.3632, Florida Statutes, for the tax year 2024 and each succeeding year until this agreement is terminated pursuant to Paragraph 10 below.

WHEREAS, Malabar Springs Community Development District notified the Property Appraiser of said election to utilize the uniform method of collecting non-ad valorem assessments for one or more annual special assessments adopted by the District in compliance with the notice requirements of Section 197.3632, Florida Statutes; and

WHEREAS, pursuant to Section 197.3632(2), Florida Statutes, in order to accomplish that intent, Malabar Springs Community Development District is required to enter into a written agreement with the Property Appraiser regarding the method of reimbursement of necessary administrative costs incurred in effecting the uniform method of tax collection; and

WHEREAS, the parties hereto desire to enter into said written agreement as stated in section 197.3632, Florida Statutes; and

NOW THEREFORE, in consideration of the mutual promises, premises, covenants and conditions herein, it is hereby mutually agreed between the parties as follows:

1. The Property Appraiser agrees to perform the following services for Malabar Springs Community Development District:
  - a) Create a Non-Ad Valorem Assessment Roll for Malabar Springs Community Development District continuing in the 2024 tax year and each succeeding year until

this agreement is terminated by either of the parties pursuant to Paragraph 10 below, using data provided annually to the Property Appraiser by Malabar Springs Community Development District per the attached Calendar for Implementation of Non-Ad Valorem Assessment.

- b) Provide Malabar Springs Community Development District with an annual data file in a compatible format that contains owner information and a preliminary estimate of each type of property within Malabar Springs Community Development District (e.g., single family residential, vacant land, condominium, etc.) for Malabar Springs Community Development District's planning purposes in establishing its non-ad valorem assessments.
  - c) Receive from Malabar Springs Community Development District its non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property within Malabar Springs Community Development District.
  - d) Deliver Malabar Springs Community Development District's Uniform Non-Ad Valorem Assessment Roll to the Brevard County Tax Collector's Office so that the tax bills mailed on or about November 1 will include the amount for Malabar Springs Community Development District's non-ad valorem assessment levies.
- 2) Malabar Springs Community Development District agrees to perform the following acts in connection with this agreement:
- a) Advise the property owners within Malabar Springs Community Development District in an appropriate and lawful manner of Malabar Springs Community Development District's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.
  - b) Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll pursuant to the Calendar for Implementation of any Non-Ad Valorem Assessments levied by the Malabar Springs Community Development District.
  - c) Advise the property owners within Malabar Springs Community Development District as appropriate that the Property Appraiser's office is acting in a ministerial capacity for Malabar Springs Community Development District in connection with the non-ad valorem assessments levied by the Malabar Springs Community Development District.
  - d) Provide and pay for the legal defense of the Property Appraiser for any litigation arising out of, or related to, the levy and/or collection of any non-ad valorem assessments by Malabar Springs Community Development District provided that Malabar Springs Community Development District shall do so with its own attorneys and only to the extent that the litigation arises from the negligence or wrong-doing

of Malabar Springs Community Development District. Malabar Springs Community Development District 's liability hereunder shall not exceed the waiver of immunity afforded Malabar Springs Community Development District by statutory construction including, but not limited to, the provisions set forth in Section 768.28, Florida Statutes.

- 3) The parties understand that the Property Appraiser shall not warrant either the legal efficacy or validity of any levies made by Malabar Springs Community Development District as non-ad valorem assessments, or the correctness of the amount of levy or charge imposed against any parcel or parcels of real property subject to such levy. All requests of claims made by any affected property owner for correction of errors shall be processed by Malabar Springs Community Development District. Further, any errors made in the amount of the levy, or in the manner of said levy, or any other error associated with the levy of non-ad valorem assessments by Malabar Springs Community Development District, shall be processed and corrected by the Malabar Springs Community Development District subject to any agreements with other governmental agencies or officials.
- 4) Within 30 days of invoice, the Property Appraiser shall be compensated by Malabar Springs Community Development District for all administrative costs incurred in carrying out this agreement at the rate of \$0.60 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by Malabar Springs Community Development District. For purposes of this agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. The parties acknowledge that the use of extraordinary programs or creation of data not normally used by the Property Appraiser is not anticipated. However, in the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform Malabar Springs Community Development District of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming nor creation of such data without prior written approval from Malabar Springs Community Development District.
- 5) The specific duties to be performed under this agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
- 6) This agreement constitutes the entire agreement of the parties and can only be modified in writing. If the Property Appraiser or Malabar Springs Community



Development District determine this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1<sup>st</sup> of the tax year in which such modification is to become effective.

- 7) This agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Brevard County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy.
- 8) All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
- 9) All communications required by this agreement shall be in writing and sent by first class mail or email to the other party.

Notices to Malabar Springs Community Development District shall be addressed to:

Malabar Springs Community Development District  
Attention: Michal Szymonowicz, Director of Financial Services  
2300 Glades Rd.  
Suite 410W  
Boca Raton, Florida, 33431  
(561) 571-0010  
Email address: [szymonowicz@whhassociates](mailto:szymonowicz@whhassociates)

Notices to the Property Appraiser shall be addressed to:

Dana Blickley, CFA  
Brevard County Property Appraiser  
400 South Street, 5<sup>th</sup> Floor  
Titusville, FL 32780  
Phone: 321-264-6700  
Email: [appraiser@bcpao.us](mailto:appraiser@bcpao.us)

- 10) This Agreement may be terminated by either party upon written notice by the terminating party to the other party, providing for termination for the succeeding year. Such notice shall be sent no later than January 1 of the succeeding year. Property Appraiser will perform no further work after the written termination notice is received. If any work is in progress at the time of notice of termination, any and all work,

documents, reports, non-ad valorem assessment rolls prepared up to the date of termination shall be submitted to Malabar Springs Community Development District.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the say and year first above written.

BREVARD COUNTY PROPERTY APPRAISERS  
OFFICE

MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
DANA BLICKLEY  
BREVARD COUNTY PROPERTY APPRAISER

DATE: \_\_\_\_\_

\_\_\_\_\_  
NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT "A"

### Calendar for Implementation of Non-Ad Valorem Assessment

<b>TASK TO BE PERFORMED ON AN ANNUAL BASIS</b>	<b>DUE DATE</b>
1. Property Appraiser to provide the Malabar Springs Community Development District with an electronic file that includes owner name, property address and parcel ID, property classifications and acreage. Note: The file shall be in a text or MS Excel file format and shall include a file layout of all data fields, as well as a description of all codes.	On or prior to June 1
2. Malabar Springs Community Development District reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31
3. In conformance with Fla. Stat. 197.3632, Malabar Springs Community Development District certifies the final non-ad valorem assessment rates and, provide the Property Appraiser with a certified copy of the resolution adopting the rates.	Within 3 days of adoption of the final resolution.
4. Property Appraiser delivers Malabar Springs Community Development District's non-ad valorem assessment rolls to the Brevard County Tax Collector.	At the time of ad valorem tax roll certification

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**13**

## RESOLUTION 2024-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Malabar Springs Community Development District (“**District**”), prior to June 15, 2024, the proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

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

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

**SECTION 1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**SECTION 2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

<b>DATE:</b>	_____
<b>HOUR:</b>	11:00 a.m.
<b>LOCATION:</b>	B.S.E. Consultants, Inc. 312 South Harbor City Boulevard, Suite 4 Melbourne, Florida 32901

**SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Brevard County at least sixty (60) days prior to the hearing set above.

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

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

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

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

**PASSED AND ADOPTED** this 21st day of May, 2024.

ATTEST:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2024/2025 Proposed Budget

**Exhibit A:** Fiscal Year 2024/2025 Proposed Budget

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2025**



**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
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**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
<b>REVENUES</b>					
Landowner contribution	\$ 535,575	\$ 19,851	\$ 506,379	\$ 526,230	\$ 537,275
Total revenues	535,575	19,851	506,379	526,230	537,275
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording**	48,000	14,000	24,000	38,000	48,000
Legal	25,000	866	24,134	25,000	25,000
Engineering	5,000	402	4,598	5,000	5,000
Audit	4,075	-	4,075	4,075	4,075
Arbitrage rebate calculation*	750	-	750	750	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
EMMA software service	-	-	-	-	2,500
Trustee*	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	28	472	500	500
Printing & binding	500	250	250	500	500
Legal advertising	2,000	1,329	671	2,000	2,000
Annual special district fee	175	-	175	175	175
Insurance	6,050	5,000	-	5,000	5,500
Contingencies/bank charges	500	173	327	500	500
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	210	-	210	210
Total professional & administrative	100,165	24,038	66,052	90,090	101,865
<b>Field operations</b>					
Field operations management	18,000	-	18,000	18,000	18,000
Field operations accounting	4,500	-	4,500	4,500	4,500
Wet pond maintenance	30,000	-	30,000	30,000	30,000
Conservation area maintenance	4,000	-	4,000	4,000	4,000
Entryway maintenance	7,500	-	7,500	7,500	7,500
Entryway electricity	3,500	-	3,500	3,500	3,500
Landscape inspection	18,000	-	18,000	18,000	18,000
Landscape maintenance	206,910	-	206,910	206,910	206,910
Plant replacement	10,000	-	10,000	10,000	10,000
Irrigation repairs	2,500	-	2,500	2,500	2,500
Irrigation water supply electricity	20,000	-	20,000	20,000	20,000
Irrigation pump maintenance	7,500	-	7,500	7,500	7,500
Walking trail maintenance	5,000	-	5,000	5,000	5,000
Streetlighting	63,000	-	63,000	63,000	63,000
Roadway maintenance	5,000	-	5,000	5,000	5,000
Contingencies	30,000	-	30,000	30,000	30,000
Total field operations	435,410	-	435,410	435,410	435,410
Total expenditures	535,575	24,038	501,462	525,500	537,275
Excess/(deficiency) of revenues					
over/(under) expenditures	-	(4,187)	4,917	730	-
Fund balance - beginning (unaudited)	-	(730)	(4,917)	(730)	-
Fund balance - ending	\$ -	\$ (4,917)	\$ -	\$ -	\$ -

\* These items will be realized when bonds are issued

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording**	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	5,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,075
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt &amp; Associates serves as dissemination agent.</p>	
Trustee	5,500
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
EMMA software service	2,500
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	2,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	500
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
<b>Field operations</b>	
Field operations management	18,000
Field operations accounting	4,500

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Wet pond maintenance	30,000	
Conservation area maintenance	4,000	
Entryway maintenance	7,500	
Entryway electricity	3,500	
Landscape inspection	18,000	
Landscape maintenance	206,910	
Plant replacement	10,000	
Irrigation repairs	2,500	
Irrigation water supply electricity	20,000	
Irrigation pump maintenance	7,500	
Walking trail maintenance	5,000	
Streetlighting	63,000	
Roadway maintenance	5,000	
Contingencies	30,000	
Total field operations	435,410	
<b>Total expenditures</b>		<b><u><u>\$537,275</u></u></b>

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**14**

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND  
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE  
DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

**WHEREAS**, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE  
MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 21st day of May, 2024.

ATTEST:

**MALABAR SPRINGS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**EXHIBIT "A"**

<b>MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>B.S.E. Consultants, Inc., 312 South Harbor City Boulevard, Suite 4, Melbourne, Florida 32901</i>		
<i><sup>1</sup>2651 W. Eau Gallie Blvd., Suite A, Melbourne, Florida 32935</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 15, 2024</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>November 5, 2024<sup>1</sup></b>	<b>Landowners' Meeting</b>	<b>11:15 AM</b>
<b>November 19, 2024</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>December 17, 2024</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>January 21, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>February 18, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>March 18, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>April 15, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>May 20, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>June 17, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>July 15, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>August 19, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>September 16, 2025</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**15**



## FACILITIES MANAGEMENT AGREEMENT

THIS FACILITIES MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between:

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

**ATMOS LIVING MANAGEMENT GROUP**, a Florida limited liability company, and whose mailing address is c/o 4327 S Highway 27, Suite 408, Clermont, Florida 34711 (“**Contractor**”).

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

**WHEREAS**, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, Improvements and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various systems, Improvements and infrastructure (“**Improvements**”) located within the District; and

**WHEREAS**, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

**WHEREAS**, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

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

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

**2. SERVICES.** The Contractor shall provide the “**Services**” to the District, and for the District’s Improvements, pursuant to this Agreement and as set forth in **Exhibit A**. All persons performing the Services will be employees of the Contractor. Contractor and the District each acknowledge and agree that persons performing Services pursuant to this Agreement are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

In addition to the Services described above, or in any addendum executed between the parties, the District may, from time to time, require additional services from the Contractor. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered “**Additional Services.**” If any Additional Services are required or requested, the Contractor will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any Additional Services. The Contractor shall undertake the Additional Services after the District has issued its written approval of the description and fees for such services to the Contractor.

**3. TERM.** The Services as provided in this Agreement shall commence upon May 1, 2024, and shall continue through September 30 in the year in which the Agreement becomes effective. This Agreement shall automatically renew thereafter for one-year periods beginning October 1, unless terminated pursuant to its terms. The Contractor acknowledges that the prices of this Agreement are firm and that the Contractor may change the prices only with the District’s written consent. All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

**4. FEES AND EXPENSES; PAYMENT TERMS.**

**a. FEES AND EXPENSES.**

i. The District shall pay the Contractor for the Services provided under the terms of this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Contractor’s compensation for Services provided pursuant to this Agreement, the District shall compensate the Contractor only for those Services provided under the terms of this Agreement. Unless otherwise specified by this Agreement, the Contractor will invoice the District for the Services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those Services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those Services are required.

ii. To the extent expressly included in **Exhibit B**, the District agrees to pay Contractor in an amount equal to all Contractor’s costs directly related to the personnel of the Contractor providing the services at the amenity Improvements including: wages, benefits, applicable payroll-related tax withholdings, workers’ compensation, payroll administration and processing, fees for background checks and drug testing, as set forth in **Exhibit B**.

iii. To the extent expressly included in **Exhibit B**, and upon the execution of this Agreement, the District will provide a one-time payroll deposit to the Contractor for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs, as set forth in **Exhibit B**.

iv. Fees for the Services in this Agreement may be negotiated annually by the parties. Any amendment to Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget

of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any such fees or expenses.

v. In the event the District authorizes a change in the scope of services requested, Contractor shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the parties before Contractor is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

vi. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Contractor or one of its subcontractors, if applicable, incurs during the performance of the Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

vii. Fees for Services to be billed on an hourly basis will be billed at the Contractor's current hourly rates at the time of the execution of this Agreement, as set forth in **Exhibit B**. The hourly rate for the Services may be amended from time to time pursuant to the amendment procedure in this Agreement and in advance of such proposed change. Contractor's current hourly rates are shown in **Exhibit B** to this Agreement. Any proposed change shall indicate the new hourly fee for such Services.

**b. PAYMENT TERMS.**

i. **Services.** All Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**. All payments shall be subject to the Prompt Payment Act, Chapter 218.70, et seq., Florida Statutes. Pursuant to Section 218.74(2), Florida Statutes, all invoices will be due and payable forty-five (45) days from the date specified in Section 218.73, Florida Statutes.

ii. **Additional Services.** Unless otherwise stated in a separate amendment for Additional Services, Additional Services authorized under Section 2 will be billed monthly on an hourly basis for the hours incurred at the Contractor's current hourly rate as shown in **Exhibit B**.

iii. **Out-of-Pocket expenses.** Out-of-pocket expenses of the Contractor will be billed monthly as incurred.

iv. The Contractor shall have the right to suspend services being provided as outlined in this Agreement if the District fails to pay Contractor's invoices in a timely manner, as provided by the Prompt Payment Act, Section 218.70 Florida Statutes.

Contractor shall notify the District, in writing, at least ten (10) days prior to suspending services.

v. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

**5. PROTECTION OF PROPERTY.** The Contractor and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to take steps to repair any damage resulting from the Contractor's activities and work pursuant to the Agreement within twenty-four hours (24) hours.

**6. DISTRICT RESPONSIBILITIES.** The District shall provide for the timely services of its district manager, legal counsel, engineer, and any other Contractors, contractors, or employees, as required, for the Contractor to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

**7. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Contractor shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Contractor. Contractor shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

**8. TERMINATION.** Either party may terminate this Agreement for cause immediately upon written notice to the other Party, or without cause, and for any or no reason, upon thirty days written notice to the other Party. Upon any termination, Contractor will be entitled to the total amount of compensation pursuant to the terms of this Agreement, but only for services rendered through the termination date, and subject to any off-sets that the District may have. Contractor will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

**9. INDEMNIFICATION.**

- a. **DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability, including the monetary limits, set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligent or reckless and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. Nothing in this Agreement shall serve as or be construed as a waiver by the District of any defense of sovereign immunity or the limitations on liability contained in Section 768.28, Florida Statutes, or any other law, including to the extent that the Contractor may be deemed to be an agent of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to

which the Contractor may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.

- b. **CONTRACTOR INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the District and its officers, directors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Contractor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Contractor has ceased to be engaged under this Agreement.
- c. Indemnification obligations under this Agreement shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**10. SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law.

**11. INSURANCE.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement. The Contractor shall provide and maintain insurance coverage at all times throughout the term of this Agreement, in the greater of the amounts set forth in either **Exhibit E** or as follows:

- a. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- b. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
- c. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- d. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- e. Comprehensive Automobile Liability Insurance for all vehicles used by the Contractor's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- f. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.

Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Contractor will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

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

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

**13. NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at

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

**14. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Contractor.

**15. ASSIGNMENT.** Except as provided in this section, neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Contractor or the District without the prior written approval of the other party is void.

**16. CONTROLLING LAW.** Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in the County in which the District is located.

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

**18. MERGER PROVISION.** This instrument, together with its exhibits, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and the exhibits, this instrument shall control.

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

**20. ATTORNEY'S FEES.** In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

**21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the

Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**22. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances.

**23. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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 deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**25. EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

**26. FACILITY REVENUE.** The Contractor will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity Improvements. The Contractor shall keep close accounting of all revenue and expenditures.

**27. NON-COMPETITION.** The District agrees for a period of one (1) year, from the termination or expiration of this Agreement, not to directly or indirectly solicit, employ, or Agreement with any individual employed by the Contractor in a managerial position at the amenity Improvements.

**28. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and that such provisions are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**29. SEVERABILITY.** In the event that any provision of this Agreement shall be determined to



be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

**30. NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceeding or dispute connected with, arising out of, or involving this Agreement.

**31. EFFECTIVE DATE.** This Agreement shall become effective upon execution by both the District and the Contractor, and shall remain effective until terminated by either the District or the Contractor in accordance with the provisions of this Agreement.

***(Remainder of this page is left blank intentionally)***

Therefore, the Contractor and the District each intend to enter this Agreement, understand the terms set forth herein, and hereby agree to those terms.

**ATMOS LIVING MANAGEMENT GROUP**

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

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT**

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

- Exhibit A** – Scope of Services
- Exhibit B** – Schedule of Fees
- Exhibit C** – HOA Addendum
- Exhibit D** – Form of Monthly Report
- Exhibit E** – Insurance Certificate & Endorsements

**EXHIBIT A**  
Scope of Services

The Contractor shall provide the Services, and personnel, identified below with an "X" and described on the following pages:

- X   - *Field Operations*
- - *Clubhouse Manager*
- - *Clubhouse Attendant*
- - *Maintenance Personnel*
- - *Event Coordinator*
- - *Seasonal Pool Attendants*

The compensation and expected working hours for the Services and positions are as set forth in **Exhibit B.**

X   (Place "X" if applicable) - **FIELD OPERATIONS SERVICES**

The Contractor shall provide the District, as part of the Services, with field operations management services for the District's Improvements, which include:

- Roadways
- Stormwater Management System
- Hardscape/Landscape/Irrigation
- Recreational Amenities
- Environmental Conservation/Mitigation

The field operation operations management services shall include:

1. Facilitate and assist with obtaining proposals for the maintenance of the Improvements
2. Coordination and oversight of maintenance services for the Improvements
3. Coordination with vendors to ensure all maintenance services are in compliance with Agreement specifications
4. Conduct maintenance inspections of the Improvements (bi-weekly for all landscaping and irrigation Improvements, monthly inspections for all conservation areas and stormwater ponds and Improvements, and yearly inspections for all other Improvements)
5. Review invoices from vendors, and make recommendations to District Manager regarding payment of any such invoices
6. Interface with vendors regarding deficiencies in service or need for additional services
7. Obtain proposals for maintenance services as requested by the District and provide them to the District Manager
8. Cause routine repair work or normal maintenance to be performed as may be required for the operation of the Improvements, or as required under applicable government permits
9. Document, report and coordinate with local law enforcement and other authorities regarding all accidents, vandalism and other unforeseen events that occur on District property
10. Assist with preparation of operations budget for District Improvements
11. Promptly respond to and address all landowner requests, concerns and questions
12. Attend monthly CDD meetings, and provide a monthly report of District needs related to the Improvements

\_\_\_\_\_ **(Place "X" if applicable) – CLUBHOUSE MANAGER**

The Contractor shall provide a "**Clubhouse Manager**," who will be the onsite representative of the Contractor and responsible for overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, interacting with the District's Board of Supervisors and District Manager, and staffing private event rentals if staff is required, as well as for the design, promotion and implementation of all the events, programs and classes, including scheduling, reservations, registration, payment collection and staffing if needed. The Clubhouse Manager shall assist the District with recommending, establishing, implementing, and ensuring compliance with rules, policies and procedures for the Improvements, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of Improvements.

Specific duties of the Clubhouse Manager include:

1. Provide professional management and oversight to perform the Services outlined in this Agreement
2. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment
3. Ensure an immaculate overall appearance of the Improvements
4. Inspect District property and Improvements and report any problems to the appropriate vendor
5. Manage the quality of the District's activities and amenities to ensure and maintain the appropriate level of services provided by the District
6. Responsible in maintaining high standards of appearance, cleanliness, and condition of the Improvements
7. Upon request, attend meetings in person or via phone to provide any updates or address concerns
8. Attend and participate in District Board of Supervisor Meetings
9. Be available to any Board Supervisor for open and direct communications regarding any questions they may have
10. Managing the recruiting, hiring, training, oversight, and evaluation of personnel
11. Oversee personnel staff and workplace operations to maintain and improve effectiveness and efficiency
12. Proactively mitigate and manage risk and impact of management and staff turnover
13. Work with assigned contractors to ensure quality service is provided to the community
14. Perform periodic/quarterly performance assessments of contractors who provide work relating to the Improvements and operation thereof
15. Responsible for day-to-day operations, adhering to District budget, and assist in managing vendor Agreements relating to the clubhouse and other Improvements
16. Development of standard operation policies and procedures
17. Full knowledge/awareness of all rules and regulations of the amenities
18. Responsible for enforcing the District Policies and Rules

19. Issue and activate access cards for residents and update security system as needed
20. Monitor the card system
21. Monitor guest and visitor policies and enforce District Policies and Rules
22. Process access card purchase requests
  
23. Maintain log of all transactions and submit a monthly report to the District Manager
24. Handle all resident requests, inquiries, and complaints regarding the Improvements and related operations
25. Handle after-hours emergency calls
26. Prepare any incident or accident reports and forward to the District Manager
27. The Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns
  
28. Make regular updates to database and website as they relate to the Improvements and related operations
29. Inform residents of general information, meetings, and community updates
30. Oversee and prepare community newsletter
  
31. Submit a weekly report to the District Manager
32. Submit a monthly Operations Manager report to the District Manager. Include:
  - a. Maintenance actions
  - b. Administrative actions
  - c. Incidents and issues
  - d. Resident Payment Log
  - e. Recommendations
  
33. Purchase (via Contractor supplied debit card) supplies, consumables, and other items as approved by the District Manager, and timely review and monthly submission of invoices
34. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment
35. Document, organize, and manage warranties, regular maintenance, and inspections for the Improvements as needed (fire inspections, pest control, mechanical systems, security alarms.)
36. Prepare and obtain quotes for services when directed by the District Manager or Board
37. Access clubhouse needs and provide yearly budgetary input
  
38. Complete private event rental forms, security deposits, and check-in/out documents
39. Oversee and assist Event Coordinator with creation and implementation of community events and activities
40. The Clubhouse Manager will also be responsible for staffing the private event rentals if staff is required. The Clubhouse Manager or any other staff member who is brought in to staff a rental that operates beyond normal operating hours will be compensated at their normal hourly rate for each event worked. This cost is to be taken out of the rental fee for the event. This cost is not part of the normal operating budget for staffing.
  
41. Any other duties assigned by District's Board of Supervisors and/or District Manager

\_\_\_\_\_ **(Place "X" if applicable) – CLUBHOUSE ATTENDANT**

The Clubhouse Attendant shall assist and maintain smooth and effective daily operations of the Improvements. Assist and orient residents in using the amenity Improvements. Assist Clubhouse Manager as needed. Enforce the rules and regulations of the amenity Improvements.

Specific duties of the Clubhouse Attendant include:

1. Meet and greet new and existing homeowners.
2. Assist new homeowners with tours and appropriate "Welcome Home" paperwork.
3. Participate and assist with the operations, special events and activities.
4. Provide administrative services including, but not limited to, updating resident's information, key cards, etc.
5. Perform other routine office procedures to include telephone management, sort/distribute incoming and outgoing mail, copy documents, inventory control of supplies for office equipment, maintenance, cleaning, etc.
6. Provide administrative support to community intranet.
7. Assist with maintenance of operations and procedures guidelines, task schedules and productivity logs.
8. Assist management and team as required.
9. Assist in resident relations and customer service.
10. Responsible for opening and closing procedures.
11. Conduct routine inspections throughout the buildings and outside amenities.
12. Always maintain a spotless appearance of the amenities.
13. Assist with event preparation and clean-up.
14. Take all event reservations, collect monies, and sell tickets for clubhouse events.
15. Empty all interior trash receptacles in the evening.
16. Secure the buildings.
17. Update bulletin boards.
18. Other job-related duties as assigned.

\_\_\_\_\_ (Place "X" if applicable) – **MAINTENANCE PERSONNEL**

The on-site Maintenance Personnel shall provide the following Services:

1. Conduct routine general maintenance procedures at the Improvements:
  - a. Diagnose & perform minor and routine maintenance/repair in a timely and professional manner.
  - b. Pick up debris around community.
  - b. Responsible for maintaining equipment in good working order.
  - c. Assists with other assigned projects.
  - d. Non-essential duties include other job-related duties as assigned.
2. Provide the following general services, to the extent applicable:
  - a. Swimming Pool Deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
  - b. Picnic Areas and Parks: Empty waste receptacles and pick up debris.
  - c. Main Entrance: pick up debris.
  - d. Tennis, Basketball and Play Courts: Pick up any litter and empty waste receptacles.
  - e. Replace light bulbs.
  - f. Control cobwebs around the Clubhouse.
  - g. Check conditions of roads, sidewalks, and curbs. Report any issues to Clubhouse Manager.
  - h. Parking Lot: Pick up litter, blow off debris.
  - i. Cleaning the outdoor furniture.
  - j. Touch up paint interior and exterior.
  - k. Check playground equipment, empty receptacles, and pick up debris.
  - l. Perform minor repairs to the entrance/exit gates.
  - m. Check and assess street signs, monuments, and informational signs. Report any issues to Clubhouse Manager.
  - n. Perform minor repairs to equipment and Improvements as needed.
3. Work with assigned contractors to ensure quality service is provided to the community.
4. Inspect District common areas and report any problems to the Clubhouse Manager.
5. Prepare any incident or accident reports and forward to the Clubhouse Manager.
6. Display flexibility in handling after-hours emergency calls.
7. Process and manage work orders and update Clubhouse Manager with project status and completion.
8. Direct purchasing, receiving, storage, issuing and control of maintenance products, supplies, and equipment.
9. Clean and sanitize Clubhouse and amenities, as needed.
10. Any other duties assigned by Clubhouse Manager.



\_\_\_\_\_ **(Place "X" if applicable) - EVENT COORDINATOR**

The Event Coordinator is responsible for developing, organizing, promoting, and managing activities and events for residents and guests. This role provides support to the Clubhouse Manager in the areas of lodge management, financial reporting, administrative, and resident interactive functions. The Event Coordinator's specific duties include:

1. Developing and coordinating the special events, programs, and recreational activities in the community including family events, seasonal and holiday events, small and large group events, charitable and fundraising events.
2. Responsible for all event advertising and related resident communication. Materials and content must be reviewed and approved by the Clubhouse Manager.
3. Provide monthly event financial summaries to Clubhouse Manager.
4. Troubleshoot and smooth issues relating to the successful execution of events.
5. Manage and adhere to budgeted line items associated with events.
6. Facilitating communication with residents including timely e-blasts as needed, community calendar, and event signs. Update web content including web event calendars.
7. Purchase and display of seasonal, event, and activity decorations.
8. Purchase (via Contractor supplied debit card) supplies, consumables, and other items for events as approved by the District, and timely review and monthly submission of invoices.
9. Event Coordinator will report to and discuss purchases and schedule of events with the Clubhouse Manager.
10. Assist Clubhouse Manager with creation of community newsletter and other event emails to community.
11. Assist with the general daily operations, management, and organization of all activities.
12. Assist as required with CDD Board of Supervisors and District Management requests.
13. Assist in coordinating the rental of recreational rooms for private parties and activities, collection of deposits and rentals and accurate accounting.
14. Assist in pre-event coordination with facility renters, stakeholders, or residents to ensure proper equipment set-up, staffing, pre and post maintenance, monitoring, and security.
15. Clean and sanitize Clubhouse and amenities, as needed.
16. Any other duties assigned by Clubhouse Manager.
17. Enforce all CDD Rules and policies.
18. Oversee the issuance of community access ID's.

\_\_\_\_\_ **(Place "X" if applicable) – SEASONAL POOL ATTENDANTS**

Seasonal Pool Attendants shall provide the following Services:

1. Ensure a presentable overall appearance of the pool area.
2. Check Resident access cards.
3. Monitor the guest and visitor policies.
4. Full knowledge/awareness of all rules and regulations of the amenities. Including but not limited to operational hours, age restrictions and food / drink restrictions.
5. Enforce the rules and regulations of the facility.
6. Interaction with residents and guests on a day-to-day basis.
7. Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
8. Prepare any incident or accident reports and forward them appropriately.
9. Empty trash receptacles.
10. Straighten chairs on pool deck.
11. Report all vandalism or damaged property to Manager immediately.
12. Contact the Manager with any maintenance issues.
13. Ensure restrooms and the pool deck are clean at all times.
14. Clean and sanitize Clubhouse and amenities, as needed.
15. Any other duties assigned by Clubhouse Manager.

The following provisions shall apply to the extent applicable, and based on the Services previously described:

### **GENERAL STAFFING PROVISIONS**

At all times during operation of the Improvements, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. It is understood that the staffing levels set forth herein are included in the Services, and any changes to staffing levels (outside of stated seasonal/intermittent staffing) must be approved by the Board, along with any corresponding compensation adjustment. If a position is temporarily vacant due to staff resignation or termination, Contractor shall use good-faith best efforts to fill the position, shall not charge the District for that position while it is vacant, and shall present to the District a plan for providing the required Services for the duration of the vacancy.

The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of the Clubhouse Manager and other staffing set forth herein. Upon selection of a candidate to fill a particular position, the Contractor shall bring the candidates to the District Manager, providing the resume, background and list of qualifications of the candidate and proposed offer of employment. The compensation shall be as provided for herein unless otherwise approved by the District Board of Supervisors. The District Manager and/or Board of Supervisors may reject any particular candidate for a position, and for any or no reason. The District Manager's or Board's approval or rejection of any candidate does not impute a hiring or firing decision for purposes of employment law or other laws or regulations. Any costs associated with hiring (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the compensation set forth in **Exhibit B**.

The needs of other properties shall not trump the responsible staffing of the Improvements. Contractor shall not utilize employees hired by Contractor to staff District Improvements at other Contractor properties without the express approval of the District, through its Board. Contractor shall not use District employees (if any), District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses. District employees (if any) shall not be utilized for the provision of the Services set forth herein.

The District reserves the right to elect to make any position, department or portion of this Agreement staffed by District employee(s) or an unaffiliated third-party contractor other than Contractor, and Contractor shall not be entitled to any compensation in consideration for such election by the District.

All Contractor employees or subcontractors, including but not limited to fitness instructors, shall either be employees hired directly by the Contractor, or sub-contractors who are hired and compensated by the Contractor (1099 individuals).

It is understood that the provisions herein are intended to encompass all work and labor that are reasonably necessary to provide the Services detailed herein. While every attempt has been made to be as detailed as possible, the parties acknowledge that there may occasionally be unforeseen tasks necessary to ensure efficient and effective management of the Improvements. Contractor affirms that the pricing provided at is inclusive of all services, work, labor, and staffing reasonably necessary to give the

District the full benefit of the Services detailed herein, and any reasonably necessary tasks reasonably construed to fall within the scope of Services.

#### **ADDITIONAL PROVISIONS FOR AMENITIES REVENUES**

The Contractor agrees that the Improvements shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Improvements shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Improvements consistent with the terms of this Agreement.

Collection of Revenue. In the course of providing the Services, and subject to the other provisions of this section, the Contractor shall maintain an accurate record of all revenues received from the operation of the Improvements and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Contractor shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point-of-sale system or other applicable system, to support all monthly sales and revenue sharing arrangements, as may be applicable. The Contractor shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. To the extent set forth in **Exhibit C**, the Contractor shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Contractor of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Contractor shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Contractor may: (1) directly collect such amenity fees, (2) use a third party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Contractor, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Contractor shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of the District Manager, and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

Tax-Exempt Status. The District agrees to pay any applicable ad valorem taxes, unless the Improvements are subject to ad valorem taxation as a result of the Contractor's failure to abide by the terms of this Agreement or the District's rules or policies, in which case the Contractor shall be responsible for the payment of ad valorem taxes.

#### **ADDITIONAL PROVISIONS FOR BUDGET PREPARATION**

Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15<sup>th</sup> for each subsequent Fiscal Year, the Contractor shall prepare an annual operating budget estimating the revenues and expenses relating to the Improvements and for the upcoming Fiscal Year. At the request of the District, the Contractor shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

### **ADDITIONAL PROVISIONS FOR PURCHASING**

The District Manager shall directly pay vendors for all expenses associated with operating and maintaining the Improvements. If the Contractor desires that a purchase be made by the District for an expense associated with operating and maintaining the Improvements, the Contractor shall make the request of the District Manager, detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof.

Petty Cash. For small or emergency purchases (i.e., those less than \$500), the Contractor shall have the authority to make payment directly to vendors for expenses associated with operating and maintaining the Improvements, using a petty cash account ("**Petty Cash Account**") and/or, at the District's discretion, credit card ("**Petty Cash Credit Card**"), as described in this paragraph. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars at any given time and that shall be established in such a manner to allow the Contractor, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Contractor a District Petty Cash Credit Card with a one thousand dollar limit. The Clubhouse Manager, on behalf of the Contractor, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card. To the extent feasible, the Contractor shall take all necessary steps to ensure that any petty cash purchases are made on a tax exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. The Contractor shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the District's Budget or by the Board.

### **ADDITIONAL PROVISIONS FOR AQUATIC MANAGEMENT SERVICES**

The Contractor shall oversee the management of the District's swimming amenities (e.g., the swimming pool, etc.) (together, "**Aquatic Improvements**"), including such tasks as checking in and monitoring patrons, responding to first aid situations, enforcement of the District's policies and procedures, performing light pool area cleaning, managing pool staff, handling phone calls and other similar duties. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such Services. Contractor and its employees shall be responsible for pool cleaning, brushing, and chemical readings consistent with Florida laws and regulations and best practices.

Pool Maintenance. The Contractor shall ensure that the chemical and filtration systems at the District's pool Improvements are maintained in good working order and all pool Improvements maintain a clean and sanitary condition, in accordance with all applicable rules, regulations, laws, and permits, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s). Alternatively, the Contractor shall assist the District in hiring a contractor to provide such services.

Pool Monitors/Attendants. Contractor shall provide for pool monitor/attendant staffing at the Aquatics Improvements as needed and to the extent provided for in this **Exhibit A** and in **Exhibit B**. Pool monitor/attendant duties shall include, but are not limited to, providing excellent customer service, straightening pool furniture, collecting trash, performing opening and closing duties, signing residents and guests in and out as needed, ensuring forms and supplies are stocked, and enforcing District rules and

policies.

Lifeguard Staffing and Responsibilities. If requested by the District, Contractor shall provide for lifeguard staffing at the Aquatics Improvements according to terms provided for herein and in the Exhibits hereto. Lifeguard staffing duties shall include, but are not limited to, providing excellent customer service, monitoring Patrons at the Aquatic Improvements and related areas, performing all duties in accordance with American Red Cross Lifeguarding Standards, maintaining consistent surveillance of patrons in the facility; acting immediately and appropriately to secure safety of patrons in the event of emergency, providing emergency care and treatment as required until the arrival of emergency medical services, and enforcing District rules and policies. Lifeguard compensation will be billed monthly, consistent with the terms of this Agreement and as set forth in **Exhibit B<sub>2</sub>** and based on actual hours worked rather than a flat monthly amount. Contractor will supply a monthly report generated and used by its accounting/payroll department, in order to validate the name of the guards that worked, the Contractor's billable-hourly rate for each lifeguard, and the total hours worked at the Aquatic Improvements. This back up shall be included with each monthly invoice. The budget numbers in **Exhibit B** assume Contractor determined appropriate and safe levels of staffing lifeguards at the Aquatic Improvements from Spring Break through the last weekend in October each year, with "full" daily staffing expected at the Recreational Center and weekend staffing in October anticipated for the Aquatics Center.

Other Duties. Contractor shall also be responsible for performing light cleaning including such tasks as spraying of deck areas each day, straightening deck furniture, and immediately reporting any conditions or practices that are unsafe. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the Aquatic Improvements' seasonal schedule and Red Cross Lifeguarding Standards. All personnel employed by Contractor under this Agreement shall have current and up to date certifications and undergo FDLE and criminal background checks. Failure to provide sufficient staffing to enable the pool to open as required may result in termination of this Agreement.

Certification. All personnel performing any of the Services hereunder shall be certified in accordance with Florida statutes and regulations and shall be in full compliance with all relevant Federal, State, and local statutes, regulations, and rules, including but not limited to American Red Cross, or similar industry-accepted, CPR and first aid training. Contractor shall provide the District with documentation demonstrating compliance with this section if requested. Should Contractor fail to comply, or to demonstrate compliance, the District may immediately terminate this Agreement for cause. The Contractor shall be permitted to conduct all necessary training and certification classes, utilizing the District's Improvements, so long as it does not interfere with other contracted or scheduled events.

Payment for Closure. If the Aquatic Improvements are open later than expected or closed earlier than expected, or for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which are not staffed.

#### **ADDITIONAL PROVISIONS FOR YOUTH ACTIVITIES**

With the District's prior approval, the Contractor may provide youth activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- The Contractor shall conduct a background check for all potential applicants for staff positions hired to assist with children's recreational programs or activities involving minor children, and shall follow all procedures set forth in this section with respect to volunteers and employees.
- At least one Contractor employee assisting with a children's program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- The Contractor shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Contractor shall notify the District of such requirement and assist the District in obtaining any required license or approval.

#### Volunteer and Employee Screening Procedure

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

#### Supervision Procedures

Unless an extenuating situation exists, Contractor:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor Improvements during activities involving minors.
- Will endeavor to release minors (here, minors is defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom Improvements and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off of District

property.

- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

#### Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind
- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to the confidential counselor or other with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

#### Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.



- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

#### **ADDITIONAL PROVISIONS FOR ALCOHOL SALES**

With the District's prior written approval, catered functions for patrons may be held where alcohol is provided. The Contractor shall not be responsible for the provision of alcohol in connection with such events, but instead shall assist the District in contracting with caterers who have the necessary licenses and appropriate insurance. In doing so, the Contractor shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages, and shall maintain and verify the receipt of any required licenses or other approvals necessary for the sale and service of alcoholic beverages, and shall otherwise comply with all of the requirements of this Agreement. Further, the Contractor shall ensure that caterers are aware of the following requirements:

- At all functions where alcohol is served, there will be no less than one (1) bartender for every seventy-five (75) people for hosted bars and one (1) bartender for every one hundred (100) people for cash bars, and there will be no bartender or server fees, except to the extent that such fees are based on an hourly rate and in no way tied to the number of drinks served;
- Bartenders/Servers are not to serve any individuals that are under twenty-one (21) years of age;
- Bartenders/Servers are not to serve any individuals that appear intoxicated;
- All bartenders and wait staff, and all event staff at special events, must receive alcohol-awareness training; and
- The Contractor shall develop and implement an official board approved policy for safe alcohol consumption and guidelines for handling intoxicated guests.

**EXHIBIT B**  
Schedule of Fees

Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of <b>October 1 to September 30.</b>
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<b>Total Annual Cost:</b>	<b>\$ 36,000</b>
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One-time Payroll Deposit <sup>(3)</sup>	\$ N/A
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**(1). Budgeted Personnel:** These budgeted costs reflect full personnel levels required to perform the services outlined in this Agreement. Personnel costs includes: All direct costs related to the personnel for wages, Full-Time benefits, applicable payroll-related taxes, workers' compensation, and payroll administration and processing.

**(2). General Management and Oversight:** The costs associated with the Contractor's expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

**(3). Payroll Deposit:** A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll deposit is defined as one month of maximum total services costs.

The District shall be responsible for any of the following costs associated with the operation of the amenity Improvements:

**Pre-employment Testing:** Background and substance abuse reports shall be ordered for candidates identified to fill amenity positions.

**Uniforms:** Personnel shall wear community specific shirts provided by the District if required.

**Office Equipment:** Personnel will require a dedicated computer, printer, and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

**Cell Phone:** Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

**Mileage Reimbursement:** Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

**EXHIBIT C**  
HOA Addendum

[RESERVED.]

**EXHIBIT D**  
Format for Monthly Report

**Clubhouse Operations/Maintenance Updates**

- [LIST APPLICABLE ITEMS]

**Full Community Walkthroughs/Checks**

- [LIST DATES & APPLICABLE ITEMS]

**Pool & Pool Deck Checks**

- [LIST DATES & APPLICABLE ITEMS]

**Vendor Services Performed and/or Site Visits**

- [LIST VENDOR(S), DATES & APPLICABLE ITEMS]

**Board of Supervisor's Requests**

- [LIST DATES & APPLICABLE ITEMS]

**Resident Requests**

- [LIST DATES & APPLICABLE ITEMS]

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2024**

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 9,344	\$ -	\$ -	\$ 9,344
Due from Landowner	5,162	223	-	5,385
Total assets	14,506	223	-	14,729
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	8,261	223	-	8,484
Retainage Payable	-	-	15,303	15,303
Due to Landowner	-	8,611	140,099	148,710
Landowner advance	6,000	-	-	6,000
Total liabilities	14,261	8,834	155,402	178,497
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	5,162	-	-	5,162
Total deferred inflows of resources	5,162	-	-	5,162
Fund balances:				
Restricted for:				
Debt service	-	(8,611)	-	(8,611)
Capital projects	-	-	(155,402)	(155,402)
Unassigned	(4,917)	-	-	(4,917)
Total fund balances	(4,917)	(8,611)	(155,402)	(168,930)
Total liabilities, deferred inflows of resources and fund balances	\$ 14,506	\$ 223	\$ -	\$ 14,729

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ 4,622	\$ 19,851	\$ 535,575	4%
Total revenues	<u>4,622</u>	<u>19,851</u>	<u>535,575</u>	4%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording**	4,000	14,000	48,000	29%
Legal	256	866	25,000	3%
Engineering	-	402	5,000	8%
Audit*	-	-	4,075	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	-	-	1,000	0%
Trustee*	-	-	5,500	0%
Telephone	17	100	200	50%
Postage	-	28	500	6%
Printing & binding	42	250	500	50%
Legal advertising	848	1,329	2,000	66%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	6,050	83%
Contingencies/bank charges	94	173	500	35%
Website				
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>5,257</u>	<u>24,038</u>	<u>100,165</u>	24%
<b>Field operations</b>				
Field operations management	-	-	18,000	0%
Field operations accounting	-	-	4,500	0%
Wet pond maintenance	-	-	30,000	0%
Conservation area maintenance	-	-	4,000	0%
Entryway maintenance	-	-	7,500	0%
Entryway electricity	-	-	3,500	0%
Landscape inspection	-	-	18,000	0%
Landscape maintenance	-	-	206,910	0%
Plant replacement	-	-	10,000	0%
Irrigation repairs	-	-	2,500	0%
Irrigation water supply electricity	-	-	20,000	0%
Irrigation pump maintenance	-	-	7,500	0%
Walking trail maintenance	-	-	5,000	0%
Streetlighting	-	-	63,000	0%
Roadway maintenance	-	-	5,000	0%
Contingencies	-	-	30,000	0%
Total field operations	<u>-</u>	<u>-</u>	<u>435,410</u>	0%
Total expenditures	<u>5,257</u>	<u>24,038</u>	<u>535,575</u>	4%
Excess/(deficiency) of revenues over/(under) expenditures	(635)	(4,187)	-	
Fund balances - beginning	(4,282)	(730)	-	
Fund balances - ending	<u>\$ (4,917)</u>	<u>\$ (4,917)</u>	<u>\$ -</u>	

\*These items will be realized after the issuance of bonds.



**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(8,611)	(8,611)
Fund balances - ending	<u><u>\$ (8,611)</u></u>	<u><u>\$ (8,611)</u></u>

**MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND  
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
<b>REVENUES</b>	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>		
Construction costs	<u>-</u>	<u>154,042</u>
Total expenditures	<u>-</u>	<u>154,042</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(154,042)
Fund balances - beginning	<u>(155,402)</u>	<u>(1,360)</u>
Fund balances - ending	<u><u>\$ (155,402)</u></u>	<u><u>\$ (155,402)</u></u>

# **MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

# **MINUTES**

**MINUTES OF MEETING  
MALABAR SPRINGS  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Malabar Springs Community Development District held a Public Hearing and Regular Meeting on September 19, 2023 at 11:00 a.m., at B.S.E. Consultants, Inc., 312 South Harbor City Boulevard, Suite 4, Melbourne, Florida 32901.

**Present at the meeting were:**

Michael Caputo	Chair
Justin Frye	Assistant Secretary
Jon Seifel	Assistant Secretary

**Also present were:**

Andrew Kantarzhi	District Manager
Cindy Cerbone (via telephone)	Wrathell, Hunt and Associates, LLC
Ashley Ligas (via telephone)	District Counsel
Steve Sanford (via telephone)	Bond Counsel
Ana Saunders	Interim District Engineer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Kantarzhi called the meeting to order at 11:05 a.m., and stated Mr. Seifel was sworn in prior to the meeting.

Supervisors Caputo, Frye and Seifel were present. Supervisors Bain and Smith were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year  
2023/2024 Budget**

**A. Proof/Affidavit of Publication**

**B. Consideration of Resolution 2023-33, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date**

Mr. Kantarzhi presented Resolution 2023-33. He reviewed the proposed Fiscal Year 2024 budget, which is unchanged from when it was last presented.

**On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the Public Hearing was opened.**

No members of the public spoke.

**On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Public Hearing was closed.**

**On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, Resolution 2023-33, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

**FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023/2024  
Budget Funding Agreement**

Mr. Kantarzhi presented the Fiscal Year 2023/2024 Budget Funding Agreement.

**On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Fiscal Year 2023/2024 Budget Funding Agreement, was approved.**

Mr. Kantarzhi asked for a motion related to contracts/agreements for the following Field Operations line items, in between meetings:

<u>Field Operations Items</u>	<u>Cost</u>
Field operations management	\$18,000

76	Field operations accounting	\$4,500
77	Wet pond maintenance	\$30,000
78	Conservation area maintenance	\$4,000
79	Entryway maintenance	\$7,500
80	Entryway electricity	\$3,500
81	Landscape inspection	\$18,000
82	Landscape maintenance	\$206,910
83	Plant replacement	\$10,000
84	Irrigation repairs	\$2,500
85	Irrigation water supply electricity	\$20,000
86	Irrigation pump maintenance	\$7,500
87	Walking trail maintenance	\$5,000
88	Streetlighting	\$63,000
89	Roadway maintenance	\$5,000
90	Contingencies	\$30,000

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, authorizing Field Operations Staff, District Counsel and the Chair or Vice Chair to enter into Field Operations agreements for the referenced items, in between meetings, and present them for ratification at future meetings, was approved.

**FIFTH ORDER OF BUSINESS****Presentation of First Supplemental Engineer's Report**

Ms. Saunders presented the First Supplemental Engineer's Report dated September 19, 2023. The 2023 Project for Phases 1A, 1B & 4 consists of 549 units in the product mix. The total Capital Improvement Plan (CIP) amount is \$1,344,655.

**SIXTH ORDER OF BUSINESS****Presentation of First Supplemental Special Assessment Methodology Report**

Ms. Cerbone presented the First Supplemental Special Assessment Methodology Report dated September 19, 2023. The purpose of the First Supplemental Report is to narrow down

the areas for which bonds will be levied, which is the 2023 Project Area Phases 1A, 1B and 4, in accordance with the Engineer's Report. She reviewed the pertinent data, including the Development Program, CIP, financing program, benefit allocation, True-Up mechanism and Appendix Tables on Pages 14 through 16.

#### **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-34, Authorizing the Issuance of Not Exceeding \$26,000,000 Malabar Springs Community Development District, Special Assessment Bonds, Series 2023 (Assessment Area One) (The "Bonds") to Finance Certain Public Infrastructure for the Benefit of Development Within a Designated Assessment Area Referred to as Assessment Area One Within the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Approving the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing The Execution and Delivery of a Bond Purchase Contract with Respect to the Bonds; Authorizing the Use of that Certain Master Trust Indenture Previously Approved by the District with Respect to the Bonds and Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture Governing the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer's Report; Making Certain Declarations;**

Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date

Mr. Sanford presented Resolution 2023-34, known as the Delegation Resolution, which accomplishes the following:

- Authorizes a principal bond amount of \$26 million to finance the 2023 Project.
- Sets forth the parameters adopted by the Board to sell and market the bonds.
- Authorizes the Supplemental and First Supplemental Trust Indenture, Bond Purchase Contract (BPC), Preliminary Limited Offering Memorandum (PLOM) and Continuing Disclosure Agreement and execution by the Chair or Vice Chair.

**On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, Resolution 2023-34, Authorizing the Issuance of Not Exceeding \$26,000,000 Malabar Springs Community Development District, Special Assessment Bonds, Series 2023 (Assessment Area One) (The "Bonds") to Finance Certain Public Infrastructure for the Benefit of Development Within a Designated Assessment Area Referred to as Assessment Area One Within the District; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Approving the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing The Execution and Delivery of a Bond Purchase Contract with Respect to the Bonds; Authorizing the Use of that Certain Master Trust Indenture Previously Approved by the District with Respect to the Bonds and Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture Governing the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer's Report; Making Certain Declarations; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date, was adopted.**



**EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2023-35, Setting Forth the Specific Terms of the Malabar Springs Community Development District's Special Assessment Bonds, Series 2023 Assessment Area One) ("Bonds"); Making Certain Additional Findings and Confirming and/or adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Ms. Ligas presented Resolution 2023-35, also known as the Supplemental Assessment Resolution, which sets forth delegation authority for the 2023 bonds. The Resolution also adopts the First Supplemental Engineer's and Methodology Reports that were presented.

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, Resolution 2023-35, Setting Forth the Specific Terms of the Malabar Springs Community Development District's Special Assessment Bonds, Series 2023 Assessment Area One) ("Bonds"); Making Certain Additional Findings and Confirming and/or adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

**NINTH ORDER OF BUSINESS**

Consideration of Issuer's Counsel Documents

Ms. Ligas presented the following:

- A. Collateral Assignment
- B. Completion Agreement
- C. Declaration of Consent
- D. Disclosure of Public Finance
- E. Notice of Special Assessments
- F. True Up Agreement

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Issuer's Counsel Documents, listed in Items A through F, were approved.

#### TENTH ORDER OF BUSINESS

#### Consideration of Acquisition Agreement

Ms. Ligas presented the Acquisition Agreement between the Developer and the CDD.

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Acquisition Agreement, was approved.

#### ELEVENTH ORDER OF BUSINESS

#### Consideration of Cost Share Agreement (Malabar Springs Project)

Ms. Ligas presented the Cost Share Agreement for the Malabar Springs Project between the CDD and CRE-KL Malabar Owner, LLC.

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the Cost Share Agreement for the Malabar Springs Project, was approved.

#### TWELFTH ORDER OF BUSINESS

#### Consideration of Construction Funding Agreement (Malabar Springs Project)

Ms. Ligas presented the Construction Funding Agreement for the Malabar Springs Project, between the CDD and the Developer.

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the Construction Funding Agreement for the Malabar Springs Project, was approved.

**THIRTEENTH ORDER OF BUSINESS****Consideration of Proposal for Facilities Management Agreement**

Mr. Kantarzhi presented the Rizzetta & Company, Inc., Agreement for Facilities Management.

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the Rizzetta & Company, Inc., Agreement for Facilities Management, was approved.

**FOURTEENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of July 31, 2023**

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the Unaudited Financial Statements as of July 31, 2023, were accepted.

**FIFTEENTH ORDER OF BUSINESS****Approval of May 16, 2023 Regular Meeting Minutes**

On MOTION by Mr. Frye and seconded by Mr. Caputo, with all in favor, the May 16, 2023 Regular Meeting Minutes, as presented, were approved.

**SIXTEENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel: Kutak Rock LLP**

Ms. Ligas asked about Rizzetta's construction contract. Mr. Frye will follow up.

**B. District Engineer (Interim): B.S.E. Consultants**

Ms. Saunders stated permits are being secured from the different agencies and has secured Palm Bay's approval, with conditions. As soon as the outside agency permits are secured, a pre-construction notice will be drafted.

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

A Board Member stated that Ms. Bain will submit her resignation soon and Ms. Haley Kiernan will be nominated to fill the vacant seat.

- **NEXT MEETING DATE: October 17, 2023 at 11:00 AM**

- **QUORUM CHECK**

The next meeting will be held on October 17, 2023, unless cancelled.

**SEVENTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**EIGHTEENTH ORDER OF BUSINESS****Public Comments**

There were no public comments.

**NINETEENTH ORDER OF BUSINESS****Adjournment**

<p><b>On MOTION by Mr. Seifel and seconded by Mr. Frye, with all in favor, the meeting adjourned at 11:30 a.m.</b></p>
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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

**MALABAR SPRINGS**

**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**

**REPORTS**

MALABAR SPRINGS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>B.S.E. Consultants, Inc.</i>		
<i>312 South Harbor City Boulevard, Suite 4, Melbourne, Florida 32901</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2023 <b>CANCELED</b>	Regular Meeting	11:00 AM
November 21, 2023 <b>CANCELED</b>	Regular Meeting	11:00 AM
December 19, 2023 <b>CANCELED</b>	Regular Meeting	11:00 AM
January 16, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
February 20, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
March 19, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
April 16, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
May 21, 2024	Regular Meeting	11:00 AM
June 18, 2024	Regular Meeting	11:00 AM
July 16, 2024	Regular Meeting	11:00 AM
August 20, 2024	Regular Meeting	11:00 AM
September 17, 2024	Regular Meeting	11:00 AM