

# Wentworth Estates

Community Development District

## Meeting Agenda March 12, 2026

JPWard and Associates, LLC  
2301 N.E. 37<sup>th</sup> Street  
Fort Lauderdale, Florida 33308  
Phone: (954) 658-4900

## MEETING AGENDA

**Board of Supervisors**

**Joe Newcomb, Chairman**  
**Robert Cody, Vice-Chairman**  
**Andrew Gasworth, Assistant Secretary**  
**Suzanne Bertha, Assistant Secretary**  
**Stephen Barger, Assistant Secretary**

**James P. Ward, District Manager**  
**2301 N.E. 37<sup>th</sup> Street**  
**Fort Lauderdale, Florida 33308**  
**JimWard@JPWardAssociates.com**  
**Phone: (954) 658-4900**

The Public is provided with two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes unless further time is granted by the Presiding Officer. All remarks shall be addressed to the Board as a body and not to any member of the Board or staff. Please state your name and the name of the entity represented (if applicable) and the item on the agenda to be addressed.

Pursuant to Florida Statutes 286.0105, if a person decided to appeal any decision made by the body with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

Meeting Link: <https://districts.webex.com/districts/j.php?MTID=mf206ed98a45b8803726d72efafcd850f>  
✓ Phone: (408) 418-9388 Code: 2339 096 9762; Event Password: Jpward

## MARCH, 2026

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# AGENDA

1. Call to Order & Roll Call
2. Notice of Advertisement of Public Hearings and Regular Meeting.  
**Pages 7-11**
3. Minutes:
  - I. December 11, 2025 - Regular Meeting.  
**Pages 12-20**
4. **PUBLIC HEARINGS.**
  - I. **RELATED TO THE ADOPTION OF REVISED RULES OF PROCEDURE**
    - a) Public Comment
    - b) Board Comment and Consideration.
    - c) Consideration of **Resolution 2026-4**, a Resolution of the Board of Supervisors Adopting Rules of Procedure; Providing for Severability, Conflicts and an Effective Date.  
**Pages 21-95**
5. Consideration of **Resolution 2026-5**, a Resolution of the Wentworth Estates Community Development District Amending the Fiscal Year 2026 Budget Which Began on October 1, 2025, and Ends on September 30, 2026; Providing a Severability Clause; Providing for Conflict and Providing an Effective Date.  
**Pages 96-103**
6. Consideration of **Resolution 2026-6**, a Resolution of the Wentworth Estates Community Development District Approving a Proposed Budget for Fiscal Year 2027 and Setting a Public Hearing for **Thursday, May 14, 2026**, at **8:30 A.M.** at the **Treviso Bay Clubhouse, 9800 Treviso Bay Boulevard, Naples, Florida 34113.**  
**Pages 104-115**
7. Consideration of **Resolution 2026-7**, a Resolution of the Wentworth Estates Community Development District Authorizing the Adoption of the Statewide Mutual Aid Agreement and Providing for an Effective Date.  
**Pages 116-133**
8. Staff Reports.
  - I. District Attorney
  - II. District Engineer
  - III. District Asset Manager
    - a) Asset Managers Report January 1, 2026.
    - b) Asset Managers Report February 1, 2026.
    - c) Water Quality Report January 2026.

# AGENDA

IV. District Manager.

a) **Important Meeting Dates for Fiscal Year 2026:**

- Next Meeting: Thursday May 14, 2026 – Public Hearing on proposed FY 2027 Budget.

b) Financial Statements for the period ending December 31, 2025 (unaudited).

c) Financial Statements for the period ending January 31, 2026 (unaudited).

d) Financial Statements for the period ending February 28, 2026 (unaudited).

**Pages 134-197**

9. Supervisors Requests.

10. Public Comments for Non-Agenda items.

*These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.*

11. Adjournment.

Meeting Schedule-FY 2026

Thursday, October 9, 2025

Thursday, November 13, 2025

Thursday, December 11, 2025

Thursday, January 8, 2026

Thursday, February 12, 2026

Thursday, March 12, 2026

Thursday, April 9, 2026

Thursday, May 14, 2026

Thursday, June 11, 2026

Thursday, July 9, 2026

Thursday, August 13, 2026

Thursday, September 10, 2026

# AGENDA

This portion of the agenda is provided for a more comprehensive explanation of the items for consideration by the Board of Supervisors during the meeting.

Item 2: Minutes - December 11, 2025 - Regular Meeting.

Item 4: The required Public Hearing to consider: the adoption of the District's revised administrative Rules of Procedure (Resolution 2026-4).

Each Public Hearing is conducted in parts. First, the District's Staff will make a presentation on the purpose of the Public Hearing itself. At the completion of the staff presentation, the Board will be asked by the District's Staff to open the Public Comment/Testimony portion of the hearing. This is the time that any member of the public will be asked if he/she has any comments, questions, and/or testimony to provide to the Board. All questions will be limited to ONLY this item, and speakers will be asked to state their name of record, and to ask questions or make comments related to the assessments and/or financing, and then the Board or Staff will respond accordingly.

Generally, the Board will limit a speaker to no more than three (3) minutes, to afford the opportunity for all to be heard during the Public Comment portion of the hearing.

At the conclusion of the Public Comment/Testimony portion, the Board will close the Public Hearing, and no further comments, questions, and/or testimony will be heard by the Board at the close of the hearing.

The next portion of the Public Hearing will be for the Board Comment portion of the hearing, where the Board may fully discuss and make any comments that they determine appropriate or to ask the District's Staff any questions that they may have that either came up during the Public Comment/Testimony portion of the hearing, or that the Board may have related to the relevant resolution to be adopted. The staff will be prepared to address any questions from the Board.

At the conclusion of the Board Comment section of the Public Hearing, the final step in the process is to adopt the relevant resolution being presented, Resolution 2026-4, respectively.

4.I. The Public Hearing deals with the adoption of the District's revised administrative Rules of Procedure and shall repeal and supersede the Rules of Procedure previously adopted by the District on November 19, 2008, pursuant to Resolution 2009-4. These Rules of

# AGENDA

Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, Florida Statutes.

Once that is concluded, the Board will consider Resolution 2026-4, which adopts the revised administrative Rules of Procedure.

In addition to the adoption of the rules, the District Attorney will need to prepare the application and set a process for the implementation of the rules.

- Item 5: **Resolution 2026-5**, a Resolution of the Wentworth Estates Community Development District Amending the Fiscal Year 2026 Budget Which Began on October 1, 2025, and Ends on September 30, 2026; Providing a Severability Clause; Providing for Conflict and Providing an Effective Date.
- Item 6: **Resolution 2026-6**, a Resolution of the Wentworth Estates Community Development District Approving a Proposed Budget for Fiscal Year 2027 and Setting a Public Hearing for **Thursday, May 14, 2026, at 8:30 A.M.** at the **Treviso Bay Clubhouse, 9800 Treviso Bay Boulevard, Naples, Florida 34113.**
- Item 7: **Resolution 2026-7**, a Resolution of the Wentworth Estates Community Development District Authorizing the Adoption of the Statewide Mutual Aid Agreement and Providing for an Effective Date.
- Item 8: Staff Reports: - Staff Reports are an opportunity to communicate to the Board of Supervisors on matters that did not require Board action or that did not appear on the Agenda and the Professional Staff deemed this to be of a matter that was to be brought to the attention for action or informational purposes of the Board of Supervisors before the ensuing Board of Supervisors Meeting.

# USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

James Ward  
Wentworth Estates Ccd  
2301 NE 37Th ST  
Ft Lauderdale FL 33308-6242

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 Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

NDN Naples Daily News 02/10/2026  
NDN naplesnews.com 02/10/2026

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 02/10/2026

Legal Clerk

Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost:	\$182.32	
Tax Amount:	\$0.00	
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Customer No:	1125599	0
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MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

## **NOTICE OF RULE DEVELOPMENT WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 120 and 190, Florida Statutes, Wentworth Estates Community Development District (the "District") hereby gives notice of its intention to adopt its proposed Rules Relating to Procedure.

The purpose and effect of the proposed Rules is to provide for Procedure. Specific legal authority for the proposed Rules and the adoption of the proposed Rules includes, without limitation, Sections 120.54, 120.69, 190.001, 190.011(5), 190.011(15), and 190.012, Florida Statutes. The specific laws implemented in the proposed Rules include, without limitation, Sections 190.011(5), 190.012(1)(a), 190.012(3), and 190.041, Florida Statutes.

A copy of the proposed Rules may be obtained by contacting the District Manager at JP Ward and Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308, or by calling (954) 658-4900.

Wentworth Estates Community Development District

James P. Ward

District Manager

February 10 2026

LSAR0434643

# USA TODAY CO.



PO Box 631244 Cincinnati, OH 45263-1244

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James Ward  
Wentworth Estates Ccd  
2301 NE 37Th ST  
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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 Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

NDN Naples Daily News 02/11/2026  
NDN naplesnews.com 02/11/2026

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 02/11/2026

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

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

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

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Notary Public  
State of Wisconsin

**NOTICE OF RULEMAKING  
REGARDING THE RULES OF PROCEDURE  
WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT (the "District") on **Thursday, March 12, 2026, at 8:30 a.m.**, at the Treviso Bay Clubhouse, 9800 Treviso Bay Boulevard, Naples, Florida 34113.

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives notice of its intent to adopt proposed Rules Relating to Procedure (the "Rules"). The purpose and effect of the proposed Rules is to provide for the proper and efficient operation of the District. At the conclusion of the hearing, the Board shall, by resolution, adopt the proposed Rules as finally approved by the Board of Supervisors. Prior Notice of Rule Development was published in the Naples Daily News on Tuesday, February 10, 2026.

Specific legal authority for the proposed Rules and the adoption of the proposed Rules includes, without limitation, Sections 120.54, 120.69, 190.001, 190.011(5), 190.011(15), and 190.012, Florida Statutes. The specific laws implemented in the proposed Rules include, without limitation, Sections 190.011(5), 190.012(1)(a), 190.012(3), and 190.041, Florida Statutes.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager at JP Ward and Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing and meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

At the public hearing, one or more Supervisors may participate in the public hearing by telephone or other electronic means. At the above location, if a public hearing is requested, there will be present a speaker so that any interested party can physically attend the public hearing at the above location and be fully informed of the discussions taking place either in person or by speaker device.

Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the District Office at (954) 658-4900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Office.

A copy of the proposed Rules may be obtained by contacting the District Manager at JP Ward and Associates, LLC, 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

Wentworth Estates Community Development District  
James P. Ward  
District Manager  
February 11 2026  
LSAR0434709

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**MINUTES OF MEETING  
WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

10 The Regular Meeting of the Board of Supervisors of the Wentworth Estates Community  
11 Development District was held on Thursday, December 11, 2025, at the Treviso Bay  
12 Clubhouse, 9800 Treviso Bay Boulevard, Naples, Florida 34113. It began at 8:30 a.m. and  
13 was presided over by Mr. Joe Newcomb, Chairperson, and James P. Ward as Secretary.  
14

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16  
17  
18

**Present and constituting a quorum:**

19 Joe Newcomb	Chairperson
20 Robert Cody	Vice Chairperson
21 Steve Barger	Assistant Secretary
22 Suzanne Sadowski Bertha	Assistant Secretary
23 Andrew Gasworth	Assistant Secretary

24  
25  
26  
27

**Also present were:**

28 James P. Ward	District Manager
29 Greg Urbancic	District Counsel
30 Richard Freeman	District Asset Manager
31 Ben Steets	Grau and Associates

32  
33  
34  
35

**Audience:**

36 Bruce Bernard  
37 William Province  
38 Karen Ball  
39 SF  
40 Philip Lowenhaupt  
41 P.K. Crimmins  
42 Keely Conti  
43 Jeremy  
44 John

45  
46  
47

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes. Portions of these minutes may be transcribed in verbatim.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

48 District Manager James P. Ward called the meeting to order at approximately 8:30 a.m. He  
49 conducted roll call; all Members of the Board were present, constituting a quorum. Mr.  
50 Newcomb was present via video.  
51  
52  
53

48 **SECOND ORDER OF BUSINESS** **Consideration of Minutes**

49

50 **October 9, 2025 - Regular Meeting Minutes**

51

52 Mr. Ward asked if there were any additions, corrections, or deletions to the Minutes; there  
53 were none.

54

**On MOTION made by Andrew Gasworth, seconded by Steve Barger, and with all in favor, the October 9, 2025 Regular Meeting Minutes were approved.**

55

56

57

58

59

60 **THIRD ORDER OF BUSINESS** **Consideration of Audited Financial Statements**

61

62 **Consideration and Acceptance of the Audited Financial Statements for the Fiscal Year 2025**

63

64

65 Mr. Ward introduced Ben Steets with Grau and Associates.

66

67 Mr. Ben Steets with Grau and Associates declared the auditor's opinion was clean, which  
68 meant Grau and Associates believed the financial statements were fairly presented in  
69 accordance with generally accepted accounting principles (GAP). He indicated the Opinion  
70 Letter was on pages 1 and 2. He stated pages 3-6 were the Management's Discussion and  
71 Analysis providing a summary overview of the year's financial activity. He reported pages 7-  
72 12 were basic financial statements including government wide financial statements, fund  
73 level financial statements, the balance sheet, and the income statement. He stated pages 13-  
74 20 were the notes to the financial statements. He reported notes 1 through 4 were standard  
75 for government entities in Florida; note 4 showed investments at year end; note 5 was capital  
76 assets; and note 6 was long term debt. He indicated page 21 was the comparison of the  
77 general fund activity for the year to the budget; page 23 contained data elements required  
78 by the State of Florida; pages 24-25 contained the auditor's report on internal controls; page  
79 26 was the Florida Statute dealing with investments; and pages 27-28 contained the  
80 Management Letter. He stated there were no instances of noncompliance with Florida  
81 Statutes and there were no findings. He concluded the District was in compliance and Grau  
82 issued a clean opinion.

83

84 *Mr. Steve Barger: On page 21, the way I read this is, the \$72,125 dollars, that was cash left*  
85 *over at the end of the year and that goes into our reserve?*

86

87 *Mr. Ward: Correct. It goes into your overall reserve which is up to \$887,000 dollars at this*  
88 *point. He asked if there were any additional questions; hearing none, he called for a motion.*

89

**On MOTION made by Andrew Gasworth, seconded by Steve Barger, and with all in favor, the Audited Financial Statements for the Fiscal Year ended September 30, 2025 were accepted.**

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**FOURTH ORDER OF BUSINESS                      Consideration of Resolution 2026-2**

**Consideration of Resolution 2026-2, a Resolution of the Wentworth Estates Community Development District (The "District") Amending And Restating The Fiscal Year 2025 Budget which began on October 1, 2024, and ended on September 30, 2025; amending Resolution 2025-2 related to the annual appropriation and adopting the Budget for Fiscal Year 2026 beginning October 1, 2025 and ending September 30, 2026: providing a severability clause; providing for conflict and providing an effective date**

Mr. Ward explained Resolution 2026-2 was a cleanup item amending the fiscal year 2025 budget to conform to the actual expenditures on a line item basis for the District. He noted the auditors requested this resolution. He asked if there were any questions; hearing none, he called for a motion.

**On MOTION made by Robert Cody, seconded by Steve Barger, and with all in favor, Resolution 2026-2 was adopted, and the Chair was authorized to sign.**

**FIFTH ORDER OF BUSINESS                      Consideration of Resolution 2026-3**

**Consideration of Resolution 2026-3, a Resolution of the Wentworth Estates Community Development District to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date**

Mr. Ward stated this Resolution amended the rules of Procedure. He noted Wentworth Estates was an old district and this resolution updated the rules of procedure by taking out the unnecessary items from the rules of procedure which were already contained within state statutes as they were redundant and could become contradictory. He stated the resolution basically indicated the District followed state statutes in terms of its rules of procedure.

**On MOTION made by Steve Barger, seconded by Suzanne Sadowski Bertha, and with all in favor, Resolution 2026-3 was adopted, and the Chair was authorized to sign.**

**SIXTH ORDER OF BUSINESS                      Discussion**

**Discussion of Trapping of Boars - USDA Cooperative Service Agreement**

*Mr. Ward: In some other of my CDDs where the CDD has a lot of preserves around the community we do boar trapping, mostly in the preserves in order to keep them out of the development area. I understand within this community the HOA is currently doing this. From an overview perspective, you have almost 295 acres of preserves which are in or surrounding*

142 *your community which is a pretty large preserve area. I don't know how your trappers do it.*  
143 *Normally there are two ways to do it. One way is you can hire an individual trapping firm or an*  
144 *individual person to do the trapping. The US Department of Agriculture also has a program in*  
145 *place that they do trapping throughout the State of Florida. They do the Rookery Bay Estuary*  
146 *project. They use a more sophisticated process for purposes of trapping. They do more drone*  
147 *surveillance, they shoot the animals on site, and you can have them removed. The key to using*  
148 *the USDA is that no other trappers can be within the property. The federal government does*  
149 *not want the USDA on the property where there is another trapper. If we decide to use the*  
150 *USDA, whoever is doing it now would not be able to trap within the preserves or within the*  
151 *community.*

152  
153 *Mr. Steve Barger: This came to my attention because the hogs come onto my property about*  
154 *once a week and just demolish the beds where the new mulch was put in and an area of grass.*  
155 *As my wife and I travel around the community, we have all kinds of damage. We've lived here*  
156 *9 years, and this is the worst I've ever seen it. These hogs have two to three litters a year of*  
157 *potentially 10 to 15 hogs, so they are procreating very quickly. If we are going to keep the*  
158 *numbers down we need to direct more resources to this problem. We have a meeting right*  
159 *after this with the CDD and the HOA to try to come up with a community-wide plan. As I*  
160 *understand it, the CDD owns the preserves, and nobody can go in there and trap unless we*  
161 *give them permission. The HOA owns the common area, and the residents own their own*  
162 *property. Here's the way I see it. The hogs live in the preserves and then they come out at*  
163 *night, and they eat whatever is available. I think because of all the land clearing going on*  
164 *around here the habitat is becoming more and more compressed. We need to get into the*  
165 *preserves and start thinning these numbers because otherwise they are just going to keep*  
166 *doing more and more damage. I think because the CDD is responsible for the preserves I*  
167 *think we need to take a role in bringing these numbers down.*

168  
169 Discussion ensued regarding the hogs and the damage being done throughout the  
170 community; preserving the beauty of the community; the CDD being allowed to trap hogs in  
171 the preserve area as hogs were not a protected species.

172  
173 Mr. Ward indicated the USDA was pretty successful in removing the hogs from the preserves  
174 in one of his other CDDs.

175  
176 Mr. Barger noted the USDA removed 24 hogs in one day from Rookery Bay; Jeremy removed  
177 over 200 hogs from the Wentworth Estates community this year.

178  
179 Mr. Freeman noted the USDA did such a good job baiting the hogs that the hogs stayed  
180 within the preserve area to eat the corn the USDA used as bait.

181  
182 Mr. Andrew Gasworth asked how much Jeremy charged to trap hogs.

183  
184 Mr. Barger noted he was unsure, that was what would be discussed during the next meeting  
185 with the HOA. He said he would discuss the relationship the HOA had with Jeremy and try to  
186 come up with a plan to protect the community. He stated Jeremy had a team of people he  
187 worked with. He stated he contacted Jeremy regarding protecting his home from all pests  
188 other than insects. He stated Jeremy charged \$1,200 dollars a year to ensure his home was  
189 safe from rodents and other pests but had not been very helpful with the hogs on his

190 property. He noted Jeremy's home service was effective for small rodents and his home, but  
191 not for the hogs because the hogs did not live on his property, only visited his property. He  
192 said he felt the CDD should get involved; something needed to be done.

193  
194 Mr. Ward agreed; the hogs were clearly a problem. He said he felt it might be a good fit for  
195 the community to work with the USDA as the USDA was doing a very good job with Rookery  
196 Bay. He noted it would cost around \$35,000 dollars a year.

197  
198 Mr. Bruce Bernard asked if Jeremy and the USDA could both work on the property to get  
199 twice the number of hogs removed.

200  
201 Mr. Ward explained the USDA would not permit another company to work on the property  
202 doing hog removal. *We would have to do one contract with the USDA. We could do it*  
203 *cooperatively with the HOA and USDA, but the USDA will not allow other vendors to trap on a*  
204 *property they are trapping on.*

205  
206 *Mr. Barger: I think there are some safety concerns about having guys out at night shooting*  
207 *hogs. Jeremy uses a crossbow. The USDA won't be using firearms in the preserves will they?*

208  
209 *Mr. Ward: They do sometimes, but they have to be 500 feet from an occupied dwelling. They*  
210 *have a more sophisticated way of catching them. They use drones to find them, they bait traps*  
211 *heavily to keep them in the preserves, and then they get them out that way, so they don't leave*  
212 *the preserves.*

213  
214 *Mr. Barger: We are going to try to work this out with the HOA and come up with a plan. I think*  
215 *this is a good start from the CDDs perspective.*

216  
217 *Mr. Ward: If we can work something out with the HOA, we can get started right away with the*  
218 *USDA.*

219  
220 *Mr. Barger: Do we need a vote on the contract?*

221  
222 *Mr. Ward: I think you could approve the agreement subject to Staff working out the*  
223 *agreement with the HOA. If I don't work out anything with them I will come back and say we*  
224 *don't have an agreement, but if we get it worked out then I can get this agreement in place.*

225  
226 *Mr. Barger: Did anybody look at it?*

227  
228 *Mr. Ward: It's a pretty standard form. It's the federal government. It's actually a pretty simple*  
229 *agreement for the federal government.*

230  
231 Discussion ensued regarding how well the USDA was working within Rookery Bay; there  
232 being the potential for good synergy with the USDA working Rookery Bay and the Wentworth  
233 Estates community; and sending out an email through the HOA letting the community know  
234 about the hog trapping going on in the preserve area.

235  
236 Mr. \_\_\_\_\_ asked if the golf course was also involved in the hog trapping.

237

238 Mr. Barger responded in the negative; the golf course did not have a hog problem.

239  
240 Mr. Ward explained the golf course was treated with chemicals which killed the grubs the  
241 hogs liked to eat. He said if the CDD agreed, a motion to approve the agreement subject to  
242 Staff ensuring the HOA could cancel the contract with the current hog removal vendor would  
243 be appropriate.  
244

**On MOTION made by Steve Barger, seconded by Andrew Gasworth, and with all in favor, the Agreement was approved subject to Staff working out the details and the HOA canceling the contract with the current hog removal vendor.**

251  
252 **SEVENTH ORDER OF BUSINESS** **Staff Reports**

253  
254 **I. District Attorney**  
255

256 Mr. Greg Urbancic reminded the Board to complete the ethics training by the end of the  
257 calendar year. He indicated he was watching the legislative session and a few bills which  
258 might affect the CDD; one notable bill would repeal the goals and objectives  
259 requirement. He indicated he would keep the Board updated.  
260

261 **II. District Engineer**  
262

263 No report.

264  
265 Mr. \_\_\_\_ asked if the Christmas lights were on different timers.  
266

267 Mr. Richard Freeman responded in the affirmative the Christmas lights were on different  
268 timers.  
269

270 Mr. \_\_\_\_ noted the lights came on and turned off at different times but otherwise it  
271 looked great.  
272

273 Discussion ensued about how great the Christmas lights looked; how great the  
274 landscaping was looking; and how good the tree thinning looked.  
275

276 **III. District Asset Manager**  
277

278 **a) Asset Managers Report December 1, 2025**

279 **b) Water Quality Report October 2025**  
280

281 No report.  
282  
283

284 **IV. District Manager**

285

286 **a) Landscape Proposal Review for the Board of Supervisors**287 **b) Annual Ethics Training Reminder - due before December 31, 2025**288 **c) Financial Statements for period ending September 30, 2025 (unaudited)**289 **d) Financial Statements for period ending October 31, 2025 (unaudited)**290 **e) Financial Statements for period ending November 30, 2025 (unaudited)**

291

292 *Mr. Ward: The threshold for bidding under statute was \$195,000 dollars. There are two*  
293 *ways in which you can bid. One was called a Request for Proposals, which was really just*  
294 *a price-based bidding process. The second was a Request for Qualifications where the*  
295 *process includes both price and the qualifications of the bidder where do score the*  
296 *bidders with a point based system. As a Board you would rank them and pick the lowest*  
297 *priced bidder. That's all for contracts that are over the \$195,000 dollar limit on a yearly*  
298 *basis. That is the process under statute. The question was asked about how we do this for*  
299 *purposes of the landscaping itself. So, to put a little more color around that, I included*  
300 *this with your package, our contract for services was with Greenscape Landscaping in*  
301 *July of 2023 for \$181,000 dollars. Post Hurricane Debbie, August 2024, the District*  
302 *received two proposals from vendors, Crawford Landscaping and Estate for \$189,000*  
303 *dollars and \$176,000 dollars respectively for the work. Estate was given a 6-month*  
304 *contract, or purchase order as we call it, from October 2024 to April 2024. Since we had*  
305 *just implemented our landscaping enhancement program we limited that contract to a*  
306 *short period. After the 6-month period, Estate was extended for the remaining six*  
307 *months over a 1 year period at that point for \$169,000 dollars. Then in October of 2025,*  
308 *fiscal year 2026, the year we are in now, we changed the scope of services which*  
309 *reduced the price to \$157,000 dollars and also changed the scope of services for*  
310 *Southwest Blvd for shrub trimming and utilizing a different vendor than we currently use*  
311 *for the front entrance to gain more competitive pricing. In all instances we remain under*  
312 *the \$195,000 dollar limit, basically splitting the contracts up between the two to get*  
313 *better bidding and better pricing and did some scope changes that better reflect how*  
314 *we are doing this project.*

315

316 *Mr. Bruce Bernard: You have a competitive price for Southwest Blvd? The budget in 2024*  
317 *was \$26,000 dollars. The budget for 2025 was \$42,000 dollars. How is that competitive*  
318 *pricing?*

319

320 *Mr. Ward: When we did the budgets back in those years it was all one vendor, so we*  
321 *literally split them apart and we changed the scope of services.*

322

323 *Mr. Bernard questioned the increase from \$26,000 to \$42,000 dollars.*

324

325 *Answer Updated: The budget for Southwest Boulevard for Fiscal Year 2026*  
326 *was increased from \$26,000 to \$42,000 to allow for two hedge trimmings annually, as*  
327 *required under the Development Order. During the previous fiscal year, the hedges*  
328 *were trimmed only once, and near the end of the fiscal year the District received a call*  
329 *from Collier County indicating that the hedges required additional trimming.*

330

331 Each hedge trimming costs approximately \$13,300, resulting in a total annual hedge-  
332 trimming expense of \$26,600. The remaining balance in the budget is allocated for  
333 routine mowing and trimming of royal and reclinata palms.

334  
335 Mr. Ward indicated if Mr. Bernard wished to discuss separate line items from the budget  
336 he would be happy to speak to him after the board meeting.

337  
338

## 339 EIGHTH ORDER OF BUSINESS

## Public Comments

340  
341 Mr. Ward asked if there were any public comments.

342  
343 Mr. Bernard asked if the lighting was changed in the fountain in the front. He said the lights  
344 were not lighting up in the bowl in the fountain.

345  
346 Answer Updated: Yes, the fountain bowl lights were adjusted. Two of the lights  
347 required repairs under warranty, which has since been addressed.

348  
349 Mr. Lowenhaupt asked about the front fountain on 41. He stated the fountain seemed to be  
350 on and off on different days. He asked if the CDD was aware of this.

351  
352 Mr. Freeman responded in the affirmative. He stated the electrician was working on the  
353 fountain; there was a problem with the breaker.

354  
355 Mr. Lowenhaupt noted the small jets under the signage did not seem to be adjusted high  
356 enough to be visible, or at least not at the same height as the fountain on the other side. He  
357 asked for the jets to be adjusted.

358  
359 Mr. Freeman stated the last time he checked everything was bubbling at the same height. He  
360 said he would look into it.

361  
362 Mr. Bernard asked about page 128, the \$17,000 dollar 2026 capital expenditure for  
363 pump house landscaping, but there was not a corresponding line item in the budget. He  
364 asked if this expenditure was in the wrong location.

365  
366 Mr. Ward stated he would investigate this matter.

367  
368 Answer Updated: The \$17,000 allocated to the pump house fund was initially  
369 coded to the incorrect line item. The accounting department has corrected the error  
370 and reallocated the funds to the appropriate line.

371  
372 Mr. Bernard asked if a cap amount for the reserve fund was determined yet. He stated he  
373 knew that there would be \$300 thousand added to the reserve this year, had the board  
374 discussed a cap amount?

375  
376 Mr. Ward indicated an amount for the reserve fund would be up for discussion with the fiscal  
377 year 2027 budget.

378

379 Ms. \_\_\_\_\_ 40:39 noted when the bridge was first built a sign forbade trucks to drive over the  
380 bridge. She stated now large semitrucks and construction trucks drove over the bridge  
381 regularly. She asked if the trucks were damaging the bridge and what could be done to  
382 rectify the situation.

383  
384 Mr. Ward stated the engineering study the CDD had done when it took over the bridge  
385 indicated the bridge could easily handle large trucks, semitrucks and construction vehicles.  
386 He stated the bridge was a public bridge as it was owned by the CDD which was a public  
387 entity, so its use could not be restricted. He noted the bridge was rated to handle large  
388 vehicle traffic.

389  
390 Mr. Bernard stated the bridge was rated for 99 tons.

391  
392 Mr. Barger noted the bridge was inspected every five years to ensure it was in good  
393 condition.

394  
395 Ms. \_\_\_\_\_ asked about what was done to care for the preserves. She said there was a lot of  
396 scrub and dead trees, and she wondered if fire prevention cleanup would be appropriate.  
397 She noted if the trees fell it was possible they could fall onto homes and cause damage. She  
398 said this was a liability.

399  
400 Mr. Ward responded the CDD could investigate and while the dead trees could not be  
401 removed, they could be cut down and left in place.

402  
403 *Mr. Freeman: The preserves are maintained quarterly. The vendor goes in there to remove any*  
404 *invasives, but nothing is done as far as cutting any trees or anything like that. If it does present*  
405 *a safety issue, then we are allowed to cut the tree and leave it in place.*

406  
407 *Ms. \_\_\_\_\_: Is it possible to speak to somebody and have them look at it?*

408  
409 *Mr. Ward: We can look at it.*

410  
411 *Mr. Freeman: I will look at it.*

412  
413 *Ms. \_\_\_\_\_: I know you've received complaints about the fountain behind Treviso, but I want*  
414 *you to know that many of us absolutely love it. So, before you think about taking it out please*  
415 *conduct a larger survey.*

416

417

418 **NINTH ORDER OF BUSINESS** **Supervisor's Requests**

419

420 Mr. Ward asked if there were any Supervisor's requests; there were none.

421

422

423 **TENTH ORDER OF BUSINESS** **Adjournment**

424

425 Mr. Ward adjourned the meeting at approximately 9:18 a.m.

426

427  
428  
429  
430  
431  
432  
433  
434  
435  
436

**On MOTION made by Steve Barger, seconded by Andrew Gasworth, and with all in favor, the meeting was adjourned.**

Wentworth Estates Community Development District

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Joe Newcomb, Chairman

DRAFT

**RESOLUTION NO. 2026-4**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, Wentworth Estates Community Development District (the "**District**") is a community development district that was established by the Board of the Florida Land and Water Adjudicatory Commission in Collier County, Florida Chapter 42VV-1; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit "A"** for immediate use and application; and

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

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

**SECTION 1. FINDINGS.** The above recitals are true and correct and incorporated herein by this reference.

**SECTION 2. ADOPTION OF RULES.** The attached Rules of Procedure are hereby adopted pursuant to this Resolution and shall repeal and supersede the Rules of Procedure previously adopted by the District on November 19, 2008, pursuant to Resolution 2009-4. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, Florida Statutes.

**SECTION 3. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

**SECTION 4. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Supervisors of Wentworth Estates Community Development District, Collier County, Florida, this 12th day of March 2026.

**WENTWORTH ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Joe Newcomb, Chairperson

**Exhibit A: Rules of Procedure**

**Exhibit "A"**

**RULES OF PROCEDURE  
WENTWORTH ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

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**Rule- 1.0      General.**

~~(1)~~ ~~(1)~~ ~~—The~~ Wentworth Estates Community Development District (the “**District**”) was ~~created~~established pursuant to the provisions of Chapter 190, Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.

~~(2)~~ ~~(2)~~ ~~—~~Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

~~(3)~~ ~~(3)~~ ~~—(4)~~—A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule shall be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended. Any suspension of a Rule under this provision shall be reported at the next regular Board meeting and shall be subject to Board ratification.

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

---

**~~Board of Supervisors; Officers and Voting.~~**

- ~~(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be residents of the State of Florida and citizens of the United States. Supervisors elected by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, registered to vote with the Supervisor of Elections of the county in which the District is located, and qualified. The Board shall exercise the powers granted to the District under Florida law.~~
- ~~(a) Supervisors shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.~~
- ~~(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.~~
- ~~(c) Action taken by the Board shall be upon a majority vote of the members present and voting, unless otherwise provided in the Rules or required by law. A Board member participating in the Board Meeting by phone shall be entitled to vote and take all other action as though physically present.~~
- ~~(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary and Treasurer.~~
- ~~(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Board shall set by Resolution the authorization to sign checks of the District. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District Manager or District Counsel, in whole or in part.~~

~~(b) The Vice Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice Chairperson. The Vice Chairperson serves at the pleasure of the Board.~~

~~(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The district's manager ("District Manager") may serve as Secretary. (d) The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. (e) In the event that both the Chairperson and Vice Chairperson are absent from a board meeting and a quorum is present, the Board may designate one of its members or a member of district staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions and other documents approved by the Board at such meeting. In the event that the Chairman and Vice Chairman are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.~~

~~(f) The Board of Supervisors may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.~~

~~(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals and qualifications, contract negotiations, personnel matters and budget preparation.~~

~~(4) **Record Book.** The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The **Public Records of Proceedings** shall be located at a District office and shall be available for inspection by the public. The "Record of Proceedings" may be kept in electronic format in accordance with Florida Law.~~

~~(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.~~

~~(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the official's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father in law, mother in law, son in law and daughter in law.~~

~~(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.~~

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

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

~~(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on~~

~~the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote is unaffected by this filing.~~

~~(c) It is not a conflict of interest for a Board member, the District Manager or employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.~~

~~(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing memorandum of voting conflict shall be required to be filed for each term the Board member is in office.~~

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

~~Law Implemented: §§ 190.006, 190.007, 112.3143, Fla. Stat.~~

~~Rule 1.2 District Offices; Copies of Public Information and Inspection of Records; Policies.~~

~~(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:~~

- ~~(a) Agenda packages for prior 24 months and next meeting; and~~
- ~~(b) Official minutes of meetings, including adopted resolutions of the Board; and~~
- ~~(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law; and~~
- ~~(d) Adopted engineer's reports;~~
- ~~(e) Adopted assessment methodologies/reports; and~~
- ~~(f) Adopted disclosure of public financing; and~~
- ~~(g) Limited Offering Memorandum for each financing undertaken by the District; and~~
- ~~(h) Proceedings, certificates, bonds given by all employees and any and all corporate acts; and~~
- ~~(i) District policies and rules; and~~
- ~~(j) Fiscal year end audits; and~~
- ~~(k) Adopted budget for the current fiscal year.~~

~~The local records office custodian shall ensure that each district records office contains the documents required by Florida law.~~

~~(2) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings," may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records in response to a public records request.~~

~~(3) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$.15 per page for one-sided copies and \$.20 per page for two-sided copies if not more than 8 1/2 by 14 inches. For copies of public records in excess of the sizes listed above and for outside duplication services, the charge shall be~~

~~equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service fee of \$150 per hour for supervisory assistance, \$45 per hour for clerical assistance, and the actual cost incurred for the use of information technology resources. For purposes of this rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the above special service fees shall apply. If the total fees, including but not limited to special service fees, are anticipated to exceed \$25.00, payment the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance by the person making the public records request is required.~~

~~(1) (4) — Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.~~

~~Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: § 119.07, Fla. Stat.~~

~~(5) — Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.~~

**Rule 1.2 Public Comment.**

- (1) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board by Resolution in accordance with Florida law including policies relating to Section 286.0114, Florida Statutes.

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

**Law Implemented:** ~~§§ 190.006, 119.07~~

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

~~(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication printed and published at least once a week for the preceding year, offering at least 25% or its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by section 189.417 of the Florida Statutes shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:~~

~~(a) The date, time and place of the meeting, hearing or workshop;~~

~~(b)~~

~~(c) The District contact name and telephone number for verbal requests for copies of the agenda; and~~

~~(d) The following language: “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (phone number of District Manager). If you are hearing or speech impaired, please contact the Florida Relay Service at 1(800) 955 8770, who can aid you in contacting the District Office.”~~

~~(e) The following language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”~~

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

~~(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.~~

~~(3) Agenda. The District Manager shall prepare an Agenda for each meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.~~

~~(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.~~

~~(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.~~

~~(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1) and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.~~

~~(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment. The portion of the meeting reserved for audience comment shall be identified in the agenda. At the Chairperson's discretion, or at the discretion of the Vice Chairman or Board member appointed pursuant to Rule 1.1(2)(e) above, each person wishing to address the Board may be subject to a three (3) minute time limit for their comments, in the interest of time and fairness to other speakers.~~

~~(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with section 190.008 of the Florida Statutes. Once adopted in accord with section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.~~

~~(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during board meetings when the agenda includes such public hearing.~~

~~(10) Participation by Teleconference. District staff and Board members may participate in board meetings by teleconference; provided however, at least three Board members must be physically present at the meeting location to establish a quorum.~~

~~(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members voting. Any Board member, including the Chairperson, can make or second a motion.~~

~~(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:~~

~~(a) the Board identifies on the record at the original meeting a reasonable need for a continuance; and~~

~~(b) the continuance is to a specified date, time, and location publicly announced at the original meeting; and~~

~~(c) — the public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.~~

~~(13) — Attorney Client Sessions. An Attorney Client Session is permitted when the District's attorneys deem it necessary to meet in private with the District's Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneys must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice Chairperson must announce that the session has concluded. The session must be transcribed by a court reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.~~

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

~~Law Implemented: §§ 190.006, 190.007, 190.008, 286.01050114, Fla. Stat.~~

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**Rule 2.0** ~~Rulemaking Proceedings.~~ Maintenance Services - Scope and Definitions.

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

~~(2) Notice of Rule Development.~~

~~(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). Consequently, the notice of rule development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.~~

~~(b) All rules as drafted shall be consistent with sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.~~

~~(3) Notice of Proceedings and Proposed Rules.~~

~~(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a~~

~~written request within twenty one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.~~

~~(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.~~

~~(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~

~~(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.~~

~~(5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings must contain the name, address and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule and the facts showing that the petitioner is regulated by the District, or has substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a Rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case by case basis, as contrasted with its formal adoption as a Rule. However, this subsection shall not be construed as requiring the District to adopt a rule to replace a policy.~~

~~(6) Rulemaking Materials. After the publication of the notice referenced in section 3, above, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:~~

~~(a) The text of the proposed rule, or any amendment or repeal of any existing rules;~~

~~(b) A detailed written statement of the facts and circumstances justifying the proposed rule;~~

~~(c) A copy of the statement of estimated regulatory costs if required by Section 120.541, Florida Statutes; and~~

~~(d) The published notice.~~

~~(7) Hearing. The District may, or, upon the written request of any affected person received within 21 days after the date of publication of the notice described in paragraph 3 above, shall, provide a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in paragraph 3 above or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.~~

~~(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.~~

~~(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d), Florida Statutes, except that any notices required under Section 120.54(2)(d), Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.~~

~~(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:~~

- ~~\_\_\_\_\_ (a) the texts of the proposed rule and the adopted rule;~~
- ~~\_\_\_\_\_ (b) all notices given for a proposed rule;~~
- ~~\_\_\_\_\_ (c) any statement of estimated regulatory costs for the rule;~~
- ~~\_\_\_\_\_ (d) a written summary of hearings, if any, on the proposed rule;~~
- ~~\_\_\_\_\_ (e) all written comments received by the District and responses to those written comments; and~~
- ~~\_\_\_\_\_ (f) all notices and findings pertaining to an emergency rule.~~

~~(12) Petitions to Challenge Existing Rules.~~

- ~~\_\_\_\_\_ (a) Any person substantially affected by a Rule may seek an administrative determination of the invalidity of the Rule on the ground that the rule is an invalid exercise of the District's authority.~~
- ~~\_\_\_\_\_ (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.~~
- ~~\_\_\_\_\_ (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the District's Chairperson shall, if the petition complies with the requirements of paragraph (b), designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.~~
- ~~\_\_\_\_\_ (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.~~
- ~~\_\_\_\_\_ (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - ~~\_\_\_\_\_ a. Administer oaths and affirmations;~~
  - ~~\_\_\_\_\_ b. Rule upon offers of proof and receive relevant evidence;~~~~

- ~~c. Regulate the course of the hearing, including any pre-hearing matters;~~
- ~~d. Enter orders; and~~
- ~~e. Make or receive offers of settlement, stipulation, and adjustment.~~

~~(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.~~

~~(13) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a Rule to a person who is subject to the Rule. A “waiver” means a decision by the District not to apply all or part of a Rule to a person who is subject to the Rule. Variances and waivers from District rules may be granted subject to the following:~~

~~(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, “substantial hardship” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.~~

~~(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:~~

- ~~(i) The Rule from which a variance or waiver is requested.~~
- ~~(ii) The type of action requested.~~
- ~~(iii) The specific facts that would justify a waiver or variance for the petitioner.~~
- ~~(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.~~

~~(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.~~

~~(d) The District's Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.~~

~~(e) With respect to any actions of the District, the District's Board may waive any of the rules stated herein by successful motion of the Board, provided however that any such waiver is otherwise consistent with applicable law.~~

~~(14) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.~~

~~Specific Authority: §§ 190.011(5), 190.011(15), 190.025, Fla. Stat.~~

~~Law Implemented: §§ 190.011(5), 190.025(2), Fla. Stat.~~

**Rule 3.0 — ~~Competitive Purchase.~~**

(1) Purpose and Scope. ~~In order~~Pursuant to ~~comply with sections~~Sections 190.033~~(1) through (3), 287.055(3)~~ and 287.017, Florida Statutes, the following provisions shall apply to the purchase of ~~professional services, insurance, construction contracts, design-build services, goods, supplies, and materials, contractual services, and~~ maintenance services.

~~(2) Board Authorization.~~ ~~(2) — Board Authorization.~~ Except ~~in cases offor~~ an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

~~(3) — (3) —~~ Definitions.

(a) “Competitive Solicitation” ~~or “CS”~~ means a formal, advertised procurement process, other than an ~~Invitation to Bid, Request for Proposals, or Invitation to Negotiate~~ITB, RFP, or ITN, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract. For purposes of these Rules, “Solicitation” means any ITB, RFP, ITN, or CS issued by the District.

~~(b) — “Continuing Contract” means a contract for Professional Services entered into in accordance with section 287.055, F.S., between the District and a firm whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars, for a study activity when the fee for such professional services to the District does not exceed \$50,000, or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.~~

~~(c) — “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include legal (including attorneys, paralegals, court reporters and expert witnesses, including appraisers), artistic, auditing, health, or academic program services, or Professional Services (as defined in Section 287.055(2)(a) Florida Statutes and these Rules) or maintenance services. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking~~

~~lot, or structure or other improvement to real property entered into pursuant to chapter 255 of the Florida Statutes and Rule 3.5.~~

~~(d) A “Design Build Firm” means a partnership, corporation or other legal entity that:~~

~~1. Is certified under section 489.119 of the Florida Statutes to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or~~

~~2. Is certified under section 471.023 of the Florida Statutes to practice or to offer to practice engineering; certified under section 481.219 of the Florida Statutes to practice or to offer to practice architecture; or certified under section 481.319 of the Florida Statutes to practice or to offer to practice landscape architecture.~~

~~(e) A “Design Build Contract” means a single contract with a Design Build Firm for the design and construction of a public construction project.~~

~~(f) A “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design Build Firms to prepare a bid or a response to the District’s request for proposal, or to permit the District to enter into a negotiated Design Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.~~

~~(g) A “Design Criteria Professional” means a firm who holds a current certificate of registration under chapter 481 of the Florida Statutes to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 of the Florida Statutes to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.~~

~~(b)~~ (b) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (~~e.g. for example,~~ acts of God, ~~riot, fires,~~ floods, hurricanes, accidents, or ~~any~~ circumstances or ~~causes~~ beyond the control of the Board in the normal conduct of its business), where the Board finds that ~~the~~ delay incident to competitive ~~bidding~~ purchase would be detrimental to the interests of the District. ~~This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety or welfare.~~

~~(c)~~ (c) “Invitation to Bid” ~~is or~~ “ITB” means a written solicitation for sealed bids with the ~~title,~~ date and hour of the public bid opening designated ~~specifically and,~~ defining the commodity or service involved. ~~It includes printed instructions prescribing, including~~ conditions for bidding, qualification, ~~and~~ evaluation criteria, and ~~provides~~ providing for ~~a manual~~ the signature of an authorized representative. ~~It may include one or more bid alternates in compliance with applicable law.~~

~~(d)~~ (d) “Invitation to Negotiate” or “ITN” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services. –

~~(e)~~ (e) “Responsive and Responsible Bidder” means ~~an entity or individual that has submitted a bid that conforms in all material respects~~ “Proposal (or Reply or Response) Most Advantageous to the ~~Invitation to Bid and has the capability~~ District” means, as determined in the sole discretion of the Board, ~~the Submission that is:~~ (i) ~~submitted by a person or firm capable and qualified~~ in all respects to ~~fully~~ perform ~~fully~~ the contract requirements ~~and,~~ ~~who has~~ the integrity and reliability ~~that will~~ to assure good faith performance. –; (ii) ~~the most responsive to the Solicitation;~~ and (iii) ~~for a cost to the District deemed by the Board to be reasonable.~~

~~(f)~~ (f) “Request for Proposals” or “RFP” means a written solicitation for sealed proposals with the date and hour of the public opening designated and ~~requiring the signature of an authorized representative. An RFP may include applicable laws, statement of work, functional specifications, qualifications, proposal instructions, and evaluation criteria.~~

~~(g)~~ (g) “Responsive and Responsible Bidder (or Vendor)” means an entity or individual that has submitted a ~~proposal, reply or response~~ Submission that conforms in all material respects to the ~~Request for Proposal, Invitation to Negotiate or Competitive~~ Solicitation and has the capability ~~in all respects~~ to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the

District may consider, in addition to factors described in the ~~Invitation to Bid, Request for Proposal, Invitation to Negotiate or Competitive Solicitation, the following:~~Solicitation: (i) the ability and adequacy of professional personnel; (ii) past performance for the District and in other employment; (iii) willingness to meet time and budget requirements; (iv) geographic location relative to the project; (v) recent, current, and projected workloads; (vi) volume of work previously awarded; (vii) whether cost components are appropriately balanced; and (viii) certified minority business enterprise status.

- ~~1. The ability and adequacy of the professional personnel employed by the entity/individual.~~
- ~~2. The past performance of the entity/individual for the District and in other professional employment.~~
- ~~3. The willingness of the entity/individual to meet time and budget requirements.~~
- ~~4. The geographic location of the entity's/individual's headquarters or office in relation to the project.~~
- ~~5. The recent, current and projected workloads of the entity/individual.~~
- ~~6. The volume of work previously awarded to the entity/individual.~~
- ~~7. Whether the cost components of the bid or proposal are appropriately balanced.~~
- ~~8. Whether the entity/individual is a certified minority business enterprise.~~

~~(l) "Negotiate"/"Submission" means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price.~~

~~(m) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.~~

~~(n) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the bid, proposal, reply, or response (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) the most responsive to the Request for Proposals, Invitation to Negotiate or Competitive in connection with a Solicitation as determined by the Board, and (iii) which is for a cost to the District deemed reasonable by the Board.~~

~~(o) “Purchase” means acquisition by sale, rent lease, lease/purchase or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the state.~~

~~(p) “Request for Proposal” or “RFP” is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis and evaluation criteria as necessary.~~

~~(q)(h) . A “Responsive Bid,” “Responsive Proposal,” “Responsive Reply” and “Responsive Response” means a bid, proposal, reply or responseSubmission” means a Submission which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposal, Invitations to Negotiate or other competitive solicitation documentSolicitation and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.~~

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

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

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**~~Rule 3.1 — 2.1 Maintenance Services - Procedure Under The Consultants' Competitive Negotiations Act.~~**

Scope.

~~(1) Scope. The following procedures are adopted for selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, the negotiation of such contracts and providing for protest of actions of the Board under this Rule 3.1. As used in this Rule 3.1, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.~~

~~(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:~~

~~(a) Hold all required applicable federal licenses in good standing, if any.~~

~~(b) Hold all required applicable state professional licenses in good standing.~~

~~(c) If the consultant is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.~~

~~(d) Meet any qualification requirements set forth in the District's Request for Qualifications.~~

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

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

~~and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.~~

~~(4) Competitive Selection:~~

~~(a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:~~

~~1. The ability and adequacy of the professional personnel employed by each consultant.~~

~~2. Whether a consultant is a certified minority business enterprise.~~

~~3. Each consultant's past performance.~~

~~4. The willingness of each consultant to meet time and budget requirements.~~

~~5. The geographic location of each consultant's headquarters, office and personnel in relation to the project.~~

~~6. The recent, current and projected workloads of each consultant.~~

~~7. The volume of work previously awarded to each consultant by the District.~~

~~(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.~~

~~(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board~~

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

~~(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.9.~~

~~(5) Competitive Negotiation.~~

~~(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive and reasonable.~~

~~(b) In negotiating a lump sum or cost plus a fixed fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."~~

~~(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.~~

~~(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three ranked consultants, additional firms shall be selected~~

~~by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.~~

~~(6) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.~~

~~(7) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.~~

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

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

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

~~In order to comply with the requirements of section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.~~

#### ~~(1) Definitions:~~

~~(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.~~

~~(b) "Committee" means the audit selection committee appointed by the Board as described in Subsection 3.2(2) of this Rule.~~

~~(2) Establishment of Audit Committee. Prior to a public announcement under subsection 3.2(4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by section 218.39 of the Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the District's Board of Supervisors. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.~~

~~(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under Subsection 3.2(4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 of the Florida Statutes and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.~~

~~a. Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:~~

- ~~i. Hold all required applicable federal licenses in good standing, if any.~~
- ~~ii. Hold all required applicable state professional licenses in good standing.~~
- ~~iii. If the proposer is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.~~

~~iv. Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.~~

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

~~b. Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:~~

~~i. ability of personnel,~~

~~ii. experience,~~

~~iii. understanding of scope of work,~~

~~iv. ability to furnish the required services, and~~

~~v. such other factors as may be determined by the Committee to be applicable to its particular requirements.~~

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

~~(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in Subsection 3.2(3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.~~

~~(5) Request for Proposal. The Committee shall provide interested firms with a request for proposal ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.~~

~~(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to Subsection 3.2(3)b.~~

~~of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.~~

~~(7) Board Selection of Auditor.~~

~~a. Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first named firm on the list, until an agreement is reached or the list of firms is exhausted.~~

~~b. Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest ranked qualified firm.~~

~~c. In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel or other designee to conduct negotiations on its behalf.~~

~~d. Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed upon compensation is reasonable to satisfy the requirements of section 218.39 of the Florida Statutes and the needs of the District.~~

~~(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:~~

~~a. A provision specifying the services to be provided and fees or other compensation for such services;~~

- ~~b. A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;~~
  - ~~c. A provision setting forth the deadline for the auditor to submit a preliminary draft audit report to the District for review, which, unless it is in the best interests of the District to establish a different deadline, shall be no later than July 1 of the fiscal year that follows the fiscal year for which the audit is being conducted;~~
  - ~~d. A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. A renewal may be done any number of times, and for any periods of time, to the extent permitted under applicable law; may be done without the use of the auditor selection procedures provided in this Rule; and must be in writing.~~
- ~~(9) **Notice of Award.** Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Section shall be as provided for in Rule 3.9. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.~~

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

~~**Law Implemented:** § 218.391, Fla. Stat.~~

**Rule 3.3**

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

~~Law Implemented: § 112.08, Fla. Stat.~~

**Rule 3.4 — Pre-qualification**

- ~~(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, contractual services and maintenance services.~~
- ~~(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:~~
  - ~~(1) All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.~~
  - ~~(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:~~
    - ~~(a) The Board shall cause to be prepared a Request for Qualifications Solicitation.~~
    - ~~(b) For construction services exceeding the thresholds in section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.~~
    - ~~(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, contractual services, maintenance services and construction services under \$250,000. The notice shall allow at least (twenty one) 21 days for submittal of qualifications for construction services estimated to cost over \$250,000 and thirty (30) days for construction services estimated to cost over \$500,000.~~
    - ~~(b) Notice of the Solicitation shall be advertised at least once in a manner consistent with applicable law. The notice shall also include the amount of the bid bond, if one is required.~~

~~(d)(c)~~ The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure Solicitations. Failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

~~(e)(d)~~ If the District has pre-qualified vendors for a particular category suppliers of purchase maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation Submissions.

~~(f)~~ In order to To be eligible to submit qualifications a Submission, a firm or individual must, at the time of receipt of the qualifications:

~~1.~~ Hold the required Submissions: (i) hold all applicable state professional licenses in good standing.

~~2.~~ Hold all required applicable and federal licenses in good standing; (ii) if any.

~~3.~~ Hold a current and active Florida corporate charter or an entity, be authorized to do business in the State of Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.

~~(e)~~ 4. Meet applicable law; and (iii) meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

~~(f)~~ ~~(g)~~ Qualifications Submissions shall be presented to the Board of Supervisors, or a committee appointed by the Board, for evaluation publicly opened at the time and place noted on the Solicitation and evaluated in accordance with the Request for Qualifications Solicitation and this Rule these Rules. Minor variations in the qualifications Submissions may be

waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

- ~~(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.~~
- ~~(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interests of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.~~
- ~~(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.9; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with Rule 3.4(2)(b) and 255.20(1)(b).~~

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

~~Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.~~

## ~~Rule 3.5 Construction Contracts.~~

### ~~I. CONSTRUCTION CONTRACTS (NOT DESIGN BUILD)~~

~~1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.~~

~~2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:~~

~~(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposal, Invitation to Negotiate or Competitive Solicitation.~~

~~(b) Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty one (21) days for submittal of sealed bids, proposals, replies or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile or overnight delivery service.~~

~~(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery or facsimile, to persons who provide their name and address to~~

~~the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.~~

~~(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate and Competitive Solicitations.~~

~~(e) In order to be eligible to submit a bid, proposal, reply or response, a firm or individual must, at the time of receipt of the bids, proposals, reply or response:~~

~~1. Hold the required applicable state professional licenses in good standing.~~

~~2. Hold all required applicable federal licenses in good standing, if any.~~

~~3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation.~~

~~4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposal, Invitation to Negotiate or Competitive Solicitation.~~

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

~~(f) Bids, proposals, replies and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation. Bids, proposals, replies and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be~~

~~modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications or supplementations, and as otherwise permitted by Florida law.~~

~~(g)~~ (g) — The lowest Responsive BidSubmission submitted in response to an ITB by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposal, Invitation to Negotiate or Competitive Solicitation an RFP, ITN, or CS, the Board shall select the Responsive Proposal, Reply or Response submitted Submission by a Responsive and Responsible Vendor which is most advantageous to the District. ~~To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposal, Invitation to Negotiate or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation and revision of bids, proposals, replies and responses.~~

~~(h)~~ (h) — The Board shall have the right to reject all bids, proposals, replies or responses Submissions because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interests interest of the District. No contractor Vendor shall be entitled to recover any costs of bid, proposal, response or reply Submission preparation or submittal from the District.

~~(i)~~ (i) — The Board may require potential contractors bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

~~(j)~~ (j) — Notice of intent to award, including rejection of some or all bids, proposals, replies or responses Submissions, shall be provided in writing to all contractors vendors by United States Mail, hand delivery, faecimile email, or overnight delivery service. The notice shall include the following statement: ~~““Failure to file a protest within the time prescribed in Rule 3.92.2 of the Rules of the District shall constitute a waiver of proceedings under those Rules,”” or similar wording to that effect.~~ Protests of the District’s purchase of construction services under this Rule 2.1 shall be in accordance with the procedures set forth in governed by Rule 3.92.2.

~~(k)~~ (k) — If less fewer than three responsive bids, proposals, replies or responses (3) Responsive Submissions are received, the District may purchase construction the maintenance services or may reject the bids, proposals, replies or responses Submissions for a lack of competitiveness. If no responsive bid, proposal, reply or response Responsive Submission is received, the District may take whatever steps are reasonably necessary in order to proceed with the procurement of maintenance services.

~~Exemptions. construction Maintenance services, which steps may include a direct purchase of the construction services without further competitive selection processes.~~

~~(3) — (3) Sole Source; Government. Construction Services that are only available only from a single source are exempt from this Rule. Construction Services, maintenance services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies or materials that are purchased under a federal, state or local government contract that has been competitively procured by such federal, state or local government. A contract for construction services is exempt from this rule if, and contracts where state or federal law prescribes with whom the District must contract contracting party or if where the rate of payment is established during the appropriation process. , are exempt from this Rule.~~

~~(4) Renewal. (4) Contracts subject to this Rule may be renewed for a period not to exceed the term set forth in the Competitive Solicitation, if any is specified.~~

~~Emergency Purchases. The District may make an emergency purchase Emergency Purchase without complying with these rules Rules. The fact that an emergency purchase Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.~~

~~(5) — (5) Exceptions. Rule 3.5 is inapplicable when a) the project is undertaken as repair or maintenance of an existing public facility, b) the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent, c) the District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor, or d) when the District, after public notice, conducts a public meeting under section 286.011 of the Florida Statutes and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees and equipment.~~

## ~~II. DESIGN-BUILD CONTRACTS.~~

### ~~(1) Scope.~~

~~The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:~~

### ~~(2) Procedure.~~

~~(a) The District shall utilize a Design Criteria Professional meeting the requirements of subsection 287.055(2)(k) of the Florida Statutes when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to section 287.055 of the Florida Statutes or may be retained using Section 3.1, Procedure under Consultants' Competitive Negotiations Act. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.~~

~~(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.~~

~~(c) The Board may either choose to award the Design Build Contract pursuant to the competitive proposal selection process set forth in subsection 287.055(9) of the Florida Statutes, or pursuant to the qualifications based selection process pursuant to Rule 3.1.~~

~~1. Qualifications Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.~~

~~2. Competitive Proposal Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:~~

~~a. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost~~

~~more than \$500,000 must be noticed at least thirty (30) days prior to the date for submittal of proposals.~~

~~b. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.~~

~~c. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:~~

~~(i) Hold the required applicable state professional license(s) in good standing, as defined by subsection 287.055(2)(h) of the Florida Statutes;~~

~~(ii) Hold all required applicable federal licenses in good standing, if any;~~

~~(iii) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the proposer is a corporation;~~

~~(iv) Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.~~

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

~~d. The proposals shall be publicly opened. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability and past work of the firms and the partners and~~

~~members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.~~

~~e. The Board shall have the right to reject all proposals if rejection is determined to be in the best interests of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.~~

~~f. If less than three proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.~~

~~g. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.9.~~

~~h. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on~~

~~the evaluation standards and continue negotiations until an agreement is reached.~~

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

~~h. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.~~

~~(3) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design Build Firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next Board meeting.~~

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ ~~190.033; 255.0525; 255.20; 287.055~~, Fla. Stat.

~~Rule 3.6 — Goods, Supplies and Materials.~~

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

- ~~1. Hold the required applicable state professional licenses in good standing.~~
- ~~2. Hold all required applicable federal licenses in good standing, if any.~~
- ~~3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.~~
- ~~4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation.~~

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

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

~~(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposal, Invitation to Negotiate or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for~~

~~discussion, preparation and revision of bids, proposals, replies and responses.~~

~~(h) The Board shall have the right to reject all bids, proposals, replies or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interests of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply or response preparation or submittal from the District.~~

~~(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds and/or other bonds with a responsible surety to be approved by the Board.~~

~~(j) Notice of intent to award, including rejection of some or all bids, proposals, replies or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.9.~~

~~(k) If less than three bids, proposals, replies or responses are received, the District may purchase goods, supplies or materials or may reject the bids, proposals, replies or responses for a lack of competitiveness. If no responsive bid, proposal, reply or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include a direct purchase of the goods, supplies and materials without further competitive selection processes.~~

~~(3) Goods, Supplies and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies and materials. Such purchase of goods, supplies and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.~~

~~(4) Exemption. Goods, supplies and materials that are only available from a single source are exempt from this Rule. Goods, supplies and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies~~

~~or materials is exempt from this rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state or local government contract that has been competitively procured by such federal, state or local government.~~

~~(5) 119.0701, Renewal. Contracts for the purchase of goods, supplies and/or materials subject to this Rule 3.6 may be renewed any number of times, and for any periods of time, to the extent permitted by applicable law.~~

~~(6) Emergency Purchases. The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.~~

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

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

Rule ~~3.7~~ ~~Maintenance Services.~~

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

- ~~2. Hold all required applicable federal licenses in good standing, if any.~~
- ~~3. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the vendor is a corporation.~~
- ~~4. Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate or Competitive Solicitation.~~

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

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

~~(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposal, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation and revision of bids, proposals, replies or responses.~~

~~(h) The Board shall have the right to reject all bids, proposals, replies or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive or if rejection is determined to be in the best interests of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply or response preparation or submittal from the District.~~

~~(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds and/or other bonds with a responsible surety to be approved by the Board.~~

~~(j) Notice of intent to award, including rejection of some or all bids, proposals, replies or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.9 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. \_\_\_\_\_ Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.9.~~

~~(k) If less than three responsive bids, proposals, replies or responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies or responses for a lack of competitiveness. If no responsive bid, proposal, reply or response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include a direct purchase of the maintenance services without further competitive selection processes.~~

~~(3) with Exemptions. Maintenance Services that are only available from a single source are exempt from this Rule. Maintenance Services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.~~

~~(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule 3.7 may be renewed any number of times, and for any periods of time, to the extent permitted under applicable law.~~

~~(5) Emergency Purchases. The District may make an emergency purchase without complying with these rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.~~

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

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

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**Rule 3.8 — Contractual Services.**

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

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

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

~~Rule 3.9~~ — ~~Protests With Respect To~~ Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7. Rule 2.1

The resolution of any protests with respect to proceedings under ~~Rules 3~~ Rule 2.1, 3.2, 3.3, 3.4, 3.5, 3.6, and 3.7 shall be in accordance with this Rule ~~3.9~~.

~~(1)~~ — ~~(1)~~ Filing.

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

~~(b)~~ — ~~(b)~~ — Except for those situations covered by subsection (1)(a) ~~above,~~ any firm or person who is affected adversely by ~~the~~ District's ranking or intended award under ~~Rules 3~~ Rule 2.1, 3.2, 3.3, 3.4, 3.5, 3.6, or 3.7 and desires to contest the ~~District's ranking or intended award,~~ same shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. ~~A~~ The requirements for filing a formal protest setting, perfection of filing, and consequences of failure to file set forth ~~with particularity the facts and law upon which the protest is based~~ in subsection (1)(a) shall be filed ~~within seven (7) calendar days (including Saturdays, Sundays and state holidays) after the initial notice of protest was filed.~~ For purposes of ~~apply equally to protests under this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.~~ subsection.

~~(c)~~ — ~~(c)~~ — If disclosed in the ~~District's~~ competitive solicitation ~~Solicitation~~ documents for a particular purchase under ~~Rules 3.1,~~

~~3. Rule 2, 3.3, 3.4, 3.5, 3.6, or 3.7.1~~, the Board may require any person who files a notice of protest to post a protest bond in ~~the an~~ amount equal to 1% of the anticipated contract amount that is the subject of the protest. ~~In the event~~If the protest is successful, the ~~protest~~ bond shall be refunded to the protestor. ~~In the event~~If the protest is unsuccessful, the ~~protest~~ bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. ~~In the event~~If the protest is settled by mutual agreement ~~of~~, the ~~parties, the protest~~ bond shall be distributed as agreed to by the District and protestor.

~~(d)~~ ~~\_\_\_\_\_~~ ~~(d)~~ The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

~~(2)~~ ~~\_\_\_\_\_~~ ~~(2)~~ Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing ~~the that~~ delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be ~~signed.~~ executed.

~~(3)~~ ~~\_\_\_\_\_~~ ~~(3)~~ Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may ~~(, but is not obligated to),~~ schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via ~~faesimile,~~ United States Mail, ~~or hand~~ delivery, email, or overnight delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

~~(4)~~ ~~\_\_\_\_\_~~ Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided ~~above (if available), for in section (3) of this Rule,~~ the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

- ~~\_\_\_\_\_~~ ~~(a.)~~ ~~Administer)~~ administer oaths and affirmations;
- ~~\_\_\_\_\_~~ ~~(b.)~~ ~~Rule)~~ rule upon offers of proof and receive relevant evidence;
- ~~\_\_\_\_\_~~ ~~(c.)~~ ~~Regulate)~~ regulate the course of the hearing, including any pre-hearing matters;
- ~~\_\_\_\_\_~~ ~~(d.)~~ ~~Enter)~~ enter orders; and
- ~~\_\_\_\_\_~~ ~~(e.)~~ ~~Make)~~ make or receive offers of settlement, stipulation, and adjustment.

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

(5) ~~(5)~~ Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.-

(6) ~~(6)~~ Rejection of all ~~Qualifications, Bids, Proposals, Replies and Responses~~ Submissions after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or ~~an~~ irregularity in the competitive solicitation process, or ~~if the Board determines it that rejection~~ is otherwise in the District's best interest, (provided such determination is documented in writing with specific findings supporting the rejection), the Board may reject all ~~qualifications, bids, proposals, replies and responses and start~~ Submissions and restart the competitive solicitation process anew. If the Board decides to ~~reject all qualifications, bids, proposals, replies and responses and start the competitive solicitation process anew~~ do so, any pending protests shall automatically terminate.

(7) ~~(7)~~ Settlement. -Nothing herein shall preclude the settlement of any protest under this ~~rule~~ Rule at any time.

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

Law Implemented: ~~§§~~ 190.033, 120.57, 287.057, 286.011, Fla. Stat.

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**Rule 43.0 Effective Date.**

~~These Rules shall be effective September 13, 2012 except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors~~March 12, 2026.

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

Law Implemented: §§ 190.006, 190.011(5), 190.011(15), Fla. Stat.

**RULES OF PROCEDURE  
WENTWORTH ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

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**Rule 1.0      General.**

- (1) Wentworth Estates Community Development District (the “**District**”) was established pursuant to the provisions of Chapter 190, Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule shall be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended. Any suspension of a Rule under this provision shall be reported at the next regular Board meeting and shall be subject to Board ratification.

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

**Rule 1.1      Public Records.**

- (1) Copies of Public Records. Copies of public records shall be made available to the requesting person at the current rate authorized under Section 119.07(4), Florida Statutes. The requesting person may be required to pay for any charges in advance in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat. **Law Implemented:** § 119.07, Fla. Stat.

**Rule 1.2      Public Comment.**

- (1) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board by Resolution in accordance with Florida law including policies relating to Section 286.0114, Florida Statutes.

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

**Law Implemented:** §§ 190.006, 190.007, 286.0114, Fla. Stat.

**Rule 2.0 Maintenance Services - Scope and Definitions.**

- (1) Purpose and Scope. Pursuant to Sections 190.033(3) and 287.017, Florida Statutes, the following provisions shall apply to the purchase of maintenance services.
- (2) Board Authorization. Except for an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” or “CS” means a formal, advertised procurement process, other than an ITB, RFP, or ITN, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract. For purposes of these Rules, “Solicitation” means any ITB, RFP, ITN, or CS issued by the District.
  - (b) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, floods, hurricanes, accidents, or circumstances or causes beyond the control of the Board in the normal conduct of its business), where the Board finds that a delay incident to competitive purchase would be detrimental to the interests of the District.
  - (c) “Invitation to Bid” or “ITB” means a written solicitation for sealed bids with the date and hour of the public bid opening designated, defining the commodity or service involved, including conditions for bidding, qualification, and evaluation criteria, and providing for the signature of an authorized representative in compliance with applicable law.
  - (d) “Invitation to Negotiate” or “ITN” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
  - (e) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the Submission that is: (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance; (ii) the most responsive to the Solicitation; and (iii) for a cost to the District deemed by the Board to be reasonable.
  - (f) “Request for Proposals” or “RFP” means a written solicitation for sealed proposals with the date and hour of the public opening designated and requiring the signature of an authorized representative. An RFP may include applicable laws, statement of work, functional specifications, qualifications, proposal instructions, and evaluation criteria.

- (g) “Responsive and Responsible Bidder (or Vendor)” means an entity or individual that has submitted a Submission that conforms in all material respects to the Solicitation and has the capability to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Solicitation: (i) the ability and adequacy of professional personnel; (ii) past performance for the District and in other employment; (iii) willingness to meet time and budget requirements; (iv) geographic location relative to the project; (v) recent, current, and projected workloads; (vi) volume of work previously awarded; (vii) whether cost components are appropriately balanced; and (viii) certified minority business enterprise status.
  
- (h) “Submission” means any bid, proposal, reply, or response submitted in connection with a Solicitation. A “Responsive Submission” means a Submission which conforms in all material respects to the specifications and conditions in the Solicitation and these Rules, and the cost components of which, if any, are appropriately balanced.

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

**Rule 2.1 Maintenance Services - Procedure.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Solicitation.
  - (b) Notice of the Solicitation shall be advertised at least once in a manner consistent with applicable law. The notice shall also include the amount of the bid bond, if one is required.
  - (c) The District may maintain lists of persons interested in receiving notices of Solicitations. Failure of a person to receive the notice shall not invalidate any contract awarded and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit Submissions.
  - (e) To be eligible to submit a Submission, a firm or individual must, at the time of receipt of the Submissions: (i) hold all applicable state and federal licenses in good standing; (ii) if an entity, be authorized to do business in the State of Florida in accordance with applicable law; and (iii) meet any special pre-qualification requirements.
  - (f) Submissions shall be publicly opened at the time and place noted on the Solicitation and evaluated in accordance with the Solicitation and these Rules. Minor variations in Submissions may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
  - (g) The lowest Responsive Submission submitted in response to an ITB by a Responsive and Responsible Bidder shall be accepted. In relation to an RFP, ITN, or CS, the Board shall select the Responsive Submission by a Responsive and Responsible Vendor which is most advantageous to the District.

- (h) The Board shall have the right to reject all Submissions because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of Submission preparation or submittal from the District.
  - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all Submissions, shall be provided in writing to all vendors by United States Mail, hand delivery, email, or overnight delivery. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 2.2 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or similar wording. Protests under this Rule 2.1 shall be governed by Rule 2.2.
  - (k) If fewer than three (3) Responsive Submissions are received, the District may purchase the maintenance services or reject the Submissions for a lack of competitiveness. If no Responsive Submission is received, the District may take whatever steps are reasonably necessary to proceed with the procurement of maintenance services.
- (3) Exemptions. Maintenance services available only from a single source, maintenance services provided by governmental agencies, and contracts where state or federal law prescribes the contracting party or where the rate of payment is established during the appropriation process, are exempt from this Rule.
- (4) Renewal. Contracts subject to this Rule may be renewed for a period not to exceed the term set forth in the Competitive Solicitation, if any is specified.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

## **Rule 2.2      Protests with Respect to Proceedings under Rule 2.1**

The resolution of any protests with respect to proceedings under Rule 2.1 shall be in accordance with this Rule.

(1)    Filing.

- (a)    With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b)    Except for those situations covered by subsection (1)(a), any firm or person who is affected adversely by the District's ranking or intended award under Rule 2.1 and desires to contest the same shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. The requirements for filing a formal protest, perfection of filing, and consequences of failure to file set forth in subsection (1)(a) shall apply equally to protests under this subsection.
- (c)    If disclosed in the Solicitation documents for a particular purchase under Rule 2.1, the Board may require any person who files a notice of protest to post a protest bond in an amount equal to 1% of the anticipated contract amount that is the subject of the protest. If the protest is successful, the bond shall be refunded to the protestor. If the protest is unsuccessful, the bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. If the protest is settled by mutual agreement, the bond shall be distributed as agreed to by the District and protestor.
- (d)    The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2)    Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the

protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via United States Mail, hand delivery, email, or overnight delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may: (a) administer oaths and affirmations; (b) rule upon offers of proof and receive relevant evidence; (c) regulate the course of the hearing, including any pre-hearing matters; (d) enter orders; and (e) make or receive offers of settlement, stipulation, and adjustment. The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.
- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Submissions after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or irregularity in the competitive solicitation process, or that rejection is otherwise in the District's best interest (provided such determination is documented in writing with specific findings supporting the rejection), the Board may reject all Submissions and restart the competitive solicitation process anew. If the Board decides to do so, any pending protests shall automatically terminate.

- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat. **Law Implemented:** §§ 190.033, 120.57, 287.057, 286.011, Fla. Stat.

**Rule 3.0      Effective Date.**

These Rules shall be effective March 12, 2026.

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

## RESOLUTION 2026-5

**THE RESOLUTION OF THE WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT")  
AMENDING THE FISCAL YEAR 2026 BUDGET WHICH BEGAN  
ON OCTOBER 1, 2025, AND ENDS ON SEPTEMBER 30, 2026;  
PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR  
CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District previously adopted the Fiscal Year 2026 Budget; and

**WHEREAS**, the District desires to amend the adopted Fiscal Year 2026 Budget in accordance with Exhibit A attached hereto.

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

**SECTION 1. INCORPORATION OF RECITALS.** That the foregoing recitals are true and correct and incorporated herein as if written into this Section.

**SECTION 2. AMENDMENT OF FISCAL YEAR 2026 BUDGET.** The previously adopted Budget of the District is hereby amended in accordance with Exhibit A attached hereto and incorporated herein as if written into this Section.

**SECTION 3. SUPPLEMENTAL APPROPRIATION.** The District Manager shall have the authority within the General Fund to authorize the transfer of any appropriation or any portion thereof, provided such transfer does not have the effect of increasing the total budget appropriations (Expenses) for Fiscal Year 2026.

**SECTION 4. 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 5. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Wentworth Estates Community Development District.

**PASSED AND ADOPTED** by the Board of Supervisors of the Wentworth Estates Community Development District, Collier County, Florida, this 12th day of March 2026.

**ATTEST:**

**WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Joe Newcomb, Chairperson

**Exhibit A:** Amendment #1 to Fiscal Year 2026 Budget

# Wentworth Estates

Community Development District

## *Budget Amendment #1 Fiscal Year 2026*

Prepared By:

*JPWard and Associates, LLC*

*2301 N.E. 37<sup>th</sup> Street*

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

Email: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

**Wentworth Estates  
Community Development District  
General Fund - Budget (Amendment #1)  
Fiscal Year 2026**

Description	FY 2026 Adopted Budget	Amendment #1	FY 2026 Amended Budget	Notes
<b>Revenues and Other Sources</b>				
Carryforward	\$ -	\$ -	\$ -	Cash from prior year to fund operations
Interest Income - General Account	\$ -	\$ 25,850	\$ 25,850	FMIT Investment Earnings
<b>Special Assessment Revenue</b>				
Special Assessment - On-Roll	\$ 2,192,934	\$ -	\$ 2,192,934	Assessments from Resident Owners
<b>Total Revenue &amp; Other Sources</b>	<b>\$ 2,192,934</b>	<b>\$ 25,850</b>	<b>\$ 2,218,784</b>	
<b>Expenditures and Other Uses</b>				
<b>Legislative</b>				
Board of Supervisor's Fees	\$ 6,000	\$ -	\$ 6,000	Statutory Required Fees
<b>Executive</b>				
Professional Management	\$ 59,850	\$ -	\$ 59,850	District Manager Contract
<b>Financial and Administrative</b>				
Audit Services	\$ 5,700	\$ -	\$ 5,700	Statutory Required Audit Fees
Accounting Services	\$ 21,000	\$ -	\$ 21,000	Accounting for all Funds - District Manager
Assessment Roll Preparation	\$ 13,125	\$ -	\$ 13,125	Statutory required maintenance of owner's par debt outstanding and yearly work with property appraiser
Assessment Methodology Preparation	\$ -	\$ -	\$ -	Included in District Manager
Arbitrage Rebate Fees	\$ 500	\$ -	\$ 500	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
<b>Other Contractual Services</b>				
Legal Advertising	\$ 2,900	\$ -	\$ 2,900	Statutory Legal Advertising
Trustee Services	\$ 4,041	\$ -	\$ 4,041	Trustee Fees for Bonds
Prop. App/Tax Collector Services	\$ 11,800	\$ -	\$ 11,800	Fees to place assessment on the tax bills
Bank Service Fees	\$ 250	\$ -	\$ 250	Fees required to maintain bank account
<b>Communications and Freight Services</b>				
Postage, Freight & Messenger	\$ 750	\$ -	\$ 750	Mailing and postage
<b>Insurance</b>				
	\$ 73,966	\$ -	\$ 73,966	Liability, D&O and Property Insurance
<b>Printing and Binding</b>				
	\$ 1,000	\$ -	\$ 1,000	Agenda books and copies
<b>Web Site Maintenance</b>				
	\$ 2,400	\$ -	\$ 2,400	Statutory Maintenance of District Web Site
<b>Subscriptions and Memberships</b>				
	\$ 175	\$ -	\$ 175	Statutory fee to Department of Economic Opportunity
<b>Legal Services</b>				
General Counsel	\$ 10,000	\$ -	\$ 10,000	District Attorney

Prepared by:  
JPWard and Associates, LLC

**Wentworth Estates**  
**Community Development District**  
**General Fund - Budget (Amendment #1)**  
**Fiscal Year 2026**

Description	FY 2026 Adopted Budget	Amendment #1	FY 2026 Amended Budget	Notes
<b>Other General Government Services</b>				
Engineering Services - General	\$ 10,000	\$ -	\$ 10,000	District Engineer
<b>Sub-Total:</b>	<b>\$ 223,457</b>	<b>\$ -</b>	<b>\$ 223,457</b>	
<b>Community Wide Irrigation System</b>				
Professional Services				
Consumptive Use Permit Monitoring	\$ 20,160	\$ -	\$ 20,160	SFWMD Permit compliance Requirements
<b>Sub-Total:</b>	<b>\$ 20,160</b>	<b>\$ -</b>	<b>\$ 20,160</b>	
<b>Stormwater Management Services</b>				
<b>Professional Services</b>				
Asset Management	\$ 50,000	\$ -	\$ 50,000	District Asset Manager
Mitigation Monitoring	\$ 4,800	\$ -	\$ 4,800	SFWMD Permit Requirement - Panther Habitat Hendry County
<b>Repairs &amp; Maintenance</b>				
<b>Lake &amp; Wetland System</b>				
Aquatic Weed Control	\$ 87,000	\$ -	\$ 87,000	Periodic Spraying of Water Management System
Lake Bank Maintenance	\$ 2,000	\$ -	\$ 2,000	Minor Repairs to Lake Banks
Water Quality Testing	\$ 14,500	\$ -	\$ 14,500	Required Water Quality Testing
Water Control Structures	\$ 34,000	\$ -	\$ 34,000	Periodic Maintenance
Aeration System	\$ 2,496	\$ -	\$ 2,496	Quarterly PM on fountain and aeration systems
Midge fly Treatment	\$ 10,000	\$ -	\$ 10,000	Treatment for Midge Flies
Cane Toad Removal	\$ 36,000	\$ -	\$ 36,000	Skimming and removal of Cane Toads
Wild Hog Removal	\$ -	\$ 30,000	\$ 30,000	Removal of Wild Boars (USDA)
<b>Preserves/Wetland System</b>				
Routine Maintenance	\$ 48,000	\$ -	\$ 48,000	Permit Required Maintenance
Preserve Trail, Boardwalk and Lookout Maint.	\$ -	\$ -	\$ -	Bi-Weekly Maint. (Spray, Blowoff, Pickup Palm Branch's, Trim)
Pressure Clean Boardwalk and Lookout	\$ -	\$ -	\$ -	Pressure Clean and Waterproof Staining
Preserve Trail Material	\$ 2,000	\$ -	\$ 2,000	Freshen Up Pathway Aggregate as Needed
Contingencies	\$ 11,800	\$ -	\$ 11,800	5.0% of Repairs and Maintenance
<b>Capital Outlay</b>				
Fountain/Aerators	\$ 30,000	\$ -	\$ 30,000	See CIP Program
Littoral Shelf Planting	\$ 10,000	\$ -	\$ 10,000	See CIP Program
Stormwater Drainage Pipes	\$ 35,000	\$ -	\$ 35,000	See CIP Program
Lake Bank Restorations	\$ 81,250	\$ -	\$ 81,250	See CIP Program
<b>Sub-Total:</b>	<b>\$ 458,846</b>	<b>\$ 30,000</b>	<b>\$ 488,846</b>	

Prepared by:  
**JPWard and Associates, LLC**

**Wentworth Estates**  
**Community Development District**  
**General Fund - Budget (Amendment #1)**  
**Fiscal Year 2026**

Description	FY 2026 Adopted Budget	Amendment #1	FY 2026 Amended Budget	Notes
<b>Road and Street Services</b>				
<b>Professional Management</b>				
Asset Management	\$ 30,000	\$ -	\$ 30,000	District Asset Manager
<b>Utility Services</b>				
<b>Electric</b>				
Bridge Lighting	\$ 3,515	\$ -	\$ 3,515	Treviso Bay Blvd - Bridge Lighting
Str Lts Entrance/Fountains	\$ 8,221	\$ -	\$ 8,221	Treviso Bay Blvd Ent. St. Lts. - to Guardhouse - Fountain Elec.
SW Blvd Street Lights	\$ 440	\$ -	\$ 440	Street Lights - SW Boulevard
<b>Repairs and Maintenance</b>				
<b>Bridge - Treviso Bay Blvd</b>				
Sidewalk Repairs	\$ 1,000	\$ -	\$ 1,000	Misc Repairs
Treviso Bay - Bridge	\$ 8,000	\$ -	\$ 8,000	Pressure Washing
Striping & Pavement Marking	\$ 3,700	\$ -	\$ 3,700	Reflective Pavement Markers
<b>Entry Monuments</b>				
Pressure Washing, Cleaning & Painting	\$ 5,000	\$ -	\$ 5,000	Pressure Washing/Painting
Electrical Equipment	\$ 35,000	\$ -	\$ 35,000	Electrical Equipment and Panel Upgrades
Fence for Access Road	\$ 15,000	\$ -	\$ 15,000	Chain Link Fence for Access Road
Brick Paver Repairs - Bridge	\$ 3,000	\$ -	\$ 3,000	Misc Repairs as Needed
Miscellaneous Repairs	\$ 8,000	\$ -	\$ 8,000	As Needed Maintenance
<b>Southwest Boulevard</b>				
Street Lighting	\$ 3,000	\$ -	\$ 3,000	Repairs as needed
Contingencies	\$ 4,085	\$ -	\$ 4,085	5.0% of Maintenance Services
<b>Capital Outlay</b>				
Roadway and Bridge	\$ 191,250	\$ -	\$ 191,250	See CIP for Detail
<b>Sub-Total:</b>	<b>\$ 319,211</b>	<b>\$ -</b>	<b>\$ 319,211</b>	
<b>Landscaping Services</b>				
<b>Professional Management</b>				
Asset Management	\$ 40,000	\$ -	\$ 40,000	District Asset Manager
<b>Utility Services</b>				
Electric - Landscape Lighting	\$ 349	\$ -	\$ 349	Landscape lighting - Entrance
Electric - Irrigation System	\$ 1,082	\$ -	\$ 1,082	Water for Landscaping from the Master Irrigation System
Potable Water - Fountain	\$ 5,000	\$ -	\$ 5,000	Monthly County Water Charges

**Wentworth Estates  
Community Development District  
General Fund - Budget (Amendment #1)  
Fiscal Year 2026**

Description	FY 2026 Adopted Budget	Amendment #1	FY 2026 Amended Budget	Notes
<b>Repairs &amp; Maintenance</b>				
<b>Public Area Landscaping</b>				
Treviso Bay Blvd - Entrance	\$ 173,910	\$ -	\$ 173,910	Treviso Bay Boulevard
Southwest Boulevard	\$ 42,000	\$ -	\$ 42,000	Development Order Requirement for Maintenance
Irrigation System	\$ 8,000	\$ -	\$ 8,000	Landscaping Irrigation - Treviso Bay Blvd.
Aeration and Top dress	\$ 65,000	\$ -	\$ 65,000	Entrance Zoysia
Plant Replacement and Annuals	\$ 54,000	\$ -	\$ 54,000	Plantings Replacement
Tree Trimming	\$ 26,250	\$ -	\$ 26,250	Annual Thinning of Trees
Fountains	\$ 25,000	\$ -	\$ 25,000	Weekly Service & Repairs
Annual Holiday Decorations	\$ 42,000	\$ -	\$ 42,000	Holiday Decorations
Mulch	\$ 19,451	\$ -	\$ 19,451	Entrance Mulch - twice a year and once/year Touchup
Contingencies	\$ 34,171	\$ -	\$ 34,171	7.5% of Repairs and Maintenance
<b>Capital Outlay</b>				
Treviso Bay Blvd/US 41 Buffer - Landscaping	\$ 100,000	\$ -	\$ 100,000	See CIP for Detail
Treviso Bay Blvd/US 41 Buffer - Lighting	\$ 10,000	\$ -	\$ 10,000	See CIP for Detail
Treviso Bay Blvd Bridge - Planters	\$ -	\$ -	\$ -	See CIP for Detail
Fountain and Perimeter Wall - Painting	\$ -	\$ -	\$ -	See CIP for Detail
Diamond Brite/Replace Tile in Fountains	\$ 81,000	\$ -	\$ 81,000	See CIP for Detail
Contingencies/CEI Services	\$ 47,750	\$ -	\$ 47,750	See CIP for Detail
<b>Sub-Total:</b>	<b>\$ 774,963</b>	<b>\$ -</b>	<b>\$ 774,963</b>	
<b>Reserves</b>				
Extraordinary Capital/Operations	\$ 308,580	\$ (4,150)	\$ 304,430	Long Term Capital Planning Tool - create a stable/equitable funding plan to offset deterioration resulting in sufficient funds for major common area expenditures and to create a stable fund for Hurricane Cleanup/Restoration.
<b>Sub-total:</b>	<b>\$ 308,580</b>	<b>\$ (4,150)</b>	<b>\$ 304,430</b>	
<b>Other Fees and Charges</b>				
Discount for Early Payment	\$ 87,717	\$ -	\$ 87,717	
<b>Sub-Total:</b>	<b>\$ 87,717</b>	<b>\$ -</b>	<b>\$ 87,717</b>	
<b>Total Expenditures and Other Uses</b>	<b>\$ 2,192,934</b>	<b>\$ 25,850</b>	<b>\$ 2,218,784</b>	
<b>Fund Balances:</b>				
Change from Current Year Operations	\$ -	\$ (0)	\$ (0)	Cash Over (Short) at Fiscal Year End

Prepared by:  
JPWard and Associates, LLC

Wentworth Estates  
Community Development District  
General Fund - Budget (Amendment #1)  
Fiscal Year 2026

Description	FY 2026 Adopted Budget	Amendment #1	FY 2026 Amended Budget	Notes
<b>Fund Balance - Beginning</b>	\$ 887,130		\$ 887,130	
Current Year Reserve Additions	\$ 308,580		\$ 304,430	Budgeted Funds for Long Term Capital Planning
<b>Total Fund Balance</b>	<b>\$ 1,195,710</b>		<b>\$ 1,191,559</b>	
<b>Fund Balance - Allocations</b>				
Extraordinary Capital/Operations Reserve	\$ 803,136		\$ 792,735	Long Term Capital Planning - Balance of Funds
Operations Reserve	\$ 392,574		\$ 398,824	Required to meet Cash Needs until Assessment Received
<b>Total Fund Balance</b>	<b>\$ 1,195,710</b>		<b>\$ 1,191,559</b>	

Assessment Comparison				
Description	Number of Units	FY 2026 Rate/Unit	FY 2026 Rate/Unit	Notes
Residential	1432	\$ 1,499.21	\$ 1,499.21	Three 75' lots were combined to create 2 lots, 60581265346 and 60581265304, and are assessed as 1.5 units each.
Commercial	N/A	\$ 46,062.58	\$ 46,062.58	
<b>CAP Rate (Residential) (Current and Proposed)</b>		\$ 1,799.05	\$ 1,799.05	Cap Rate (Residential)
<b>CAP Rate (Commercial) (Current and Proposed)</b>		\$ 55,275.10	\$ 55,275.10	Cap Rate (Commercial)

## RESOLUTION 2026-6

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

### RECITALS

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors of Wentworth Estates Community Development District (the "Board") prior to June 15, 2026, a proposed Budget for Fiscal Year 2027; and

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

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

**SECTION 1. INCORPORATION OF WHEREAS CLAUSES.** The foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

**SECTION 2. BUDGET.** The proposed Budget submitted by the District Manager for Fiscal Year 2027 and attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**SECTION 3. PUBLIC HEARING.** A public hearing on said approved budget is hereby declared and set for the following date, hour, and location:

**DATE: Thursday, May 14, 2026**  
**HOUR: 8:30 AM**  
**LOCATION: Treviso Bay Clubhouse**  
**9800 Treviso Bay Boulevard**  
**Naples, Florida 34113**

**SECTION 4. TRANSMITTAL OF BUDGET.** The District Manager is hereby directed to submit a copy of the proposed budget to Collier County at least 60 days prior to the hearing set above. In accordance with [Section 189.016, Florida Statutes](#), the District's Secretary is directed to post the proposed budget on the District's website at least two days before the Public Hearing date.

**SECTION 5. PUBLICATION.** Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary.

**SECTION 6. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 7. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 8. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Board of Supervisors of the Wentworth Estates Community Development District, Collier County, Florida, this 12th day of March 2026.

**ATTEST:**

**WENTWORTH ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Joe Newcomb, Chairman

**Exhibit A:** Proposed Fiscal Year 2027 Budget

# Wentworth Estates

Community Development District

## *Proposed Budget Fiscal Year 2027*

Prepared By:

*JPWard and Associates, LLC*

*2301 N.E. 37<sup>th</sup> Street*

Fort Lauderdale, Florida 33308

Phone: (954) 658-4900

Email: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

**Wentworth Estates  
Community Development District  
General Fund - Budget  
Fiscal Year 2027**

Description	Fiscal Year 2026 Adopted Budget	Actual at 02/10/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget	Notes
<b>Revenues and Other Sources</b>					
Carryforward	\$ -	\$ -	\$ -	\$ -	Cash from prior year to fund operations
Interest Income - General Account	\$ -	\$ 8,617	\$ 25,850	\$ 23,265	Cash investment earnings
<b>Special Assessment Revenue</b>					
Special Assessment - On-Roll	\$ 2,192,934	\$ 1,992,788	\$ 2,192,934	\$ 2,166,639	Assessments from Resident Owners
<b>Total Revenue and Other Sources</b>	<b>\$ 2,192,934</b>	<b>\$ 2,001,404</b>	<b>\$ 2,218,784</b>	<b>\$ 2,189,904</b>	
<b>Expenditures and Other Uses</b>					
<b>Legislative</b>					
Board of Supervisor's Fees	\$ 6,000	\$ 1,800	\$ 6,000	\$ 6,000	Statutory Required Fees
<b>Executive</b>					
Professional Management	\$ 59,850	\$ 19,950	\$ 57,000	\$ 62,000	District Manager Contract
<b>Financial and Administrative</b>					
Audit Services	\$ 5,700	\$ 5,700	\$ 5,700	\$ 5,900	Statutory Required Audit Fees
Accounting Services	\$ 21,000	\$ 7,000	\$ 21,000	\$ 23,500	Accounting for all Funds - District Manager
Assessment Roll Preparation	\$ 13,125	\$ 4,375	\$ 13,125	\$ 17,500	Statutory required maintenance of owner's par debt outstanding and yearly work with property appraiser
Arbitrage Rebate Fees	\$ 500	\$ -	\$ 500	\$ 500	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
<b>Other Contractual Services</b>					
Legal Advertising	\$ 2,900	\$ -	\$ 3,000	\$ 3,000	Statutory Legal Advertising
Trustee Services	\$ 4,041	\$ -	\$ 4,256	\$ 4,256	Trustee Fees for Bonds
Prop. App/Tax Collector Services	\$ 11,800	\$ 29,194	\$ 29,194	\$ 28,000	Fees to place assessment on the tax bills
Bank Service Fees	\$ 250	\$ 90	\$ 540	\$ 600	Fees required to maintain bank account
<b>Communications and Freight Services</b>					
Postage, Freight & Messenger	\$ 750	\$ 301	\$ 1,400	\$ 1,500	Mailing and postage
Web Site Maintenance	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	Statutory Maintenance of District Web Site
<b>Insurance</b>	\$ 73,966	\$ 75,679	\$ 75,679	\$ 74,979	Liability, D&O and Property Insurance
<b>Printing and Binding</b>	\$ 1,000	\$ -	\$ 3,000	\$ 3,000	Agenda books and copies
<b>Subscriptions and Memberships</b>	\$ 175	\$ 175	\$ 175	\$ 175	Statutory fee to Department of Economic Opportunity
<b>Legal Services</b>					
General Counsel	\$ 10,000	\$ 975	\$ 10,000	\$ 10,000	District Attorney
<b>Other General Government Services</b>					
Engineering Services - General	\$ 10,000	\$ 1,372	\$ 10,000	\$ 10,000	District Engineer
<b>Sub-Total</b>	<b>\$ 223,457</b>	<b>\$ 146,610</b>	<b>\$ 242,968</b>	<b>\$ 253,310</b>	

**Wentworth Estates  
Community Development District  
General Fund - Budget  
Fiscal Year 2027**

Description	Fiscal Year 2026 Adopted Budget	Actual at 02/10/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget	Notes
<b>Community Wide Irrigation System</b>					
<b>Professional Services</b>					
Consumptive Use Permit Monitoring	\$ 20,160	\$ 8,000	\$ 23,100	\$ 24,255	SFWMD Permit compliance Requirements
<b>Sub-Total</b>	<b>\$ 20,160</b>	<b>\$ 8,000</b>	<b>\$ 23,100</b>	<b>\$ 24,255</b>	
<b>Stormwater Management Services</b>					
<b>Professional Services</b>					
Asset Management	\$ 50,000	\$ 13,683	\$ 50,000	\$ 50,000	District Asset Manager
Mitigation Monitoring	\$ 4,800	\$ -	\$ 4,800	\$ 4,800	SFWMD Permit Requirement - Panther Habitat
<b>Utility Services</b>					
Electric - Aeration System	\$ -	\$ 2,296	\$ 6,887	\$ 7,232	Electric for Pumps
<b>Repairs &amp; Maintenance</b>					
<b>Lake &amp; Wetland System</b>					
Aquatic Weed Control	\$ 87,000	\$ 45,011	\$ 91,873	\$ 95,000	Periodic Spraying of Water Management System
Lake Bank Maintenance	\$ 2,000	\$ 1,885	\$ 2,000	\$ 2,000	Minor Repairs to Lake Banks
Water Quality Testing	\$ 14,500	\$ 4,350	\$ 20,000	\$ 20,000	Required Water Quality Testing
Water Control Structures	\$ 34,000	\$ -	\$ 30,000	\$ 34,000	Periodic Maintenance
Aeration System	\$ 2,496	\$ 6,591	\$ 2,496	\$ 2,500	Quarterly PM on fountain and aeration systems
Midge fly Treatment	\$ 10,000	\$ 716	\$ 10,950	\$ 5,000	Treatment for Midge Flies
Cane Toad Removal	\$ 36,000	\$ 21,350	\$ 64,050	\$ 48,000	Skimming and removal of Cane Toads
Wild Hog Removal	\$ -	\$ -	\$ -	\$ 35,000	Continuing Removal of Wild Boars (USDA)
<b>Preserves/Wetland System</b>					
Routine Maintenance	\$ 48,000	\$ -	\$ 43,160	\$ 43,000	Permit Required Maintenance
Preserve Trail Material	\$ 2,000	\$ -	\$ 2,000	\$ 2,000	Freshen Up Pathway Aggregate as Needed
Contingencies	\$ 11,800	\$ -	\$ 5,000	\$ 14,325	5.0% of Repairs and Maintenance
<b>Capital Outlay</b>					
Fountain/Aerators	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	See CIP Program
Littoral Shelf Planting	\$ 10,000	\$ -	\$ 10,000	\$ 20,000	See CIP Program
Stormwater Drainage Pipes	\$ 35,000	\$ -	\$ 35,000	\$ -	See CIP Program
Lake Bank Restorations	\$ 81,250	\$ -	\$ 81,250	\$ 87,500	See CIP Program
<b>Sub-Total</b>	<b>\$ 458,846</b>	<b>\$ 95,880</b>	<b>\$ 489,466</b>	<b>\$ 500,357</b>	

**Wentworth Estates  
Community Development District  
General Fund - Budget  
Fiscal Year 2027**

Description	Fiscal Year 2026 Adopted Budget	Actual at 02/10/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget	Notes
<b>Road and Street Services</b>					
<b>Professional Management</b>					
Asset Management	\$ 30,000	\$ 7,630	\$ 30,000	\$ 25,000	District Asset Manager
<b>Utility Services</b>					
<b>Electric</b>					
Bridge Lighting	\$ 3,515	\$ 1,572	\$ 4,715	\$ 4,951	Treviso Bay Blvd - Bridge Lighting
Str Lts Entrance/Fountains	\$ 8,221	\$ 3,012	\$ 9,037	\$ 9,489	Treviso Bay Blvd Ent. St. Lts. - to Guardhouse - Fountain Elec.
SW Blvd Street Lights	\$ 440	\$ 147	\$ 441	\$ 463	Street Lights - SW Boulevard
<b>Repairs and Maintenance</b>					
<b>Maintenance Services</b>					
<b>Bridge - Treviso Bay Blvd</b>					
Sidewalk Repairs	\$ 1,000	\$ -	\$ 1,000	\$ 1,000	Misc Repairs
Bridge Repairs	\$ 8,000	\$ 20,833	\$ 23,833	\$ 8,000	Pressure Washing
Striping & Pavement Marking	\$ 3,700	\$ 9,550	\$ 9,550	\$ 3,700	Reflective Pavement Markers
<b>Entry Monuments</b>					
Pressure Washing, Cleaning & Painting	\$ 5,000	\$ 1,170	\$ 4,000	\$ 5,000	Pressure Washing/Painting
Electrical Equipment	\$ 35,000	\$ 46,097	\$ 48,597	\$ 40,000	Electrical Equipment and Panel Upgrades
Fence for Access Road	\$ 15,000	\$ -	\$ 15,000	\$ 15,000	Chain Link Fence for Access Road
Brick Paver Repairs - Bridge	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	Misc Repairs as Needed
Miscellaneous Repairs	\$ 8,000	\$ 7,532	\$ 8,532	\$ 8,000	As Needed Maintenance
<b>Southwest Boulevard</b>					
Street Lighting	\$ 3,000	\$ -	\$ 3,000	\$ 2,500	Repairs as needed
<b>Contingencies</b>	\$ 4,085	\$ -	\$ 4,000	\$ 4,310	5.0% of Maintenance Services
<b>Capital Outlay</b>					
Roadway and Bridge	\$ 191,250	\$ 95,904	\$ 191,250	\$ 46,250	See CIP for Detail
<b>Sub-Total</b>	<b>\$ 319,211</b>	<b>\$ 193,446</b>	<b>\$ 355,954</b>	<b>\$ 176,663</b>	
<b>Landscaping Services</b>					
<b>Professional Management</b>					
Asset Management	\$ 40,000	\$ 10,079	\$ 40,000	\$ 45,000	District Asset Manager
<b>Utility Services</b>					
Electric - Landscape Lighting	\$ 349	\$ 116	\$ 348	\$ 366	Landscape lighting - Entrance
Electric - Irrigation System	\$ 1,082	\$ 283	\$ 849	\$ 891	Water for Landscaping from the Master Irrigation System
Potable Water - Fountain	\$ 5,000	\$ 3,423	\$ 8,770	\$ 9,208	Monthly County Water Charges

**Wentworth Estates  
Community Development District**

**General Fund - Budget  
Fiscal Year 2027**

Description	Fiscal Year 2026 Adopted Budget	Actual at 02/10/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget	Notes
<b>Repairs &amp; Maintenance</b>					
<b>Public Area Landscaping</b>					
Treviso Bay Blvd - Entrance	\$ 173,910	\$ 44,009	\$ 147,026	\$ 165,000	Treviso Bay Boulevard
Southwest Boulevard	\$ 42,000	\$ 34,408	\$ 53,399	\$ 40,000	Development Order Requirement for Maintenance
Irrigation System	\$ 8,000	\$ 11,459	\$ 12,000	\$ 8,000	Landscaping Irrigation - Treviso Bay Blvd.
Aeration and Top dress	\$ 65,000	\$ -	\$ 65,000	\$ -	Entrance Zoysia
Plant Replacement and Annuals	\$ 54,000	\$ 17,239	\$ 60,000	\$ 54,000	Plantings Replacement
Tree Trimming	\$ 26,250	\$ 20,310	\$ 22,810	\$ 25,000	Annual Thinning of Trees
Fountains	\$ 25,000	\$ 10,108	\$ 19,200	\$ 25,000	Weekly Service & Repairs
Annual Holiday Decorations	\$ 42,000	\$ 42,000	\$ 42,000	\$ 42,000	Holiday Decorations
Mulch	\$ 19,451	\$ 9,417	\$ 20,834	\$ 18,500	Entrance Mulch - twice a year and once/year Touchup
Contingencies	\$ 34,171	\$ 159	\$ 20,000	\$ 28,313	7.5% of Repairs and Maintenance
<b>Capital Outlay</b>		\$ -			
Treviso Bay Blvd/US 41 Buffer - Landscaping	\$ 100,000	\$ 89,111	\$ 100,000	\$ 100,000	See CIP for Detail
Treviso Bay Blvd/US 41 Buffer - Lighting	\$ 10,000	\$ 420	\$ 10,000	\$ 10,000	See CIP for Detail
Treviso Bay Blvd Bridge - Planters	\$ -	\$ -	\$ -	\$ 30,000	See CIP for Detail
Diamond Brite/Replace Tile in Fountains	\$ 81,000	\$ 88,228	\$ 88,228	\$ -	See CIP for Detail
Contingencies/CEI Services	\$ 47,750	\$ 875	\$ 30,000	\$ 35,000	See CIP for Detail
<b>Sub-Total</b>	<b>\$ 774,963</b>	<b>\$ 381,644</b>	<b>\$ 740,463</b>	<b>\$ 636,277</b>	
<b>Reserves</b>					
Extraordinary Capital/Operations	\$ 308,580	\$ 128,575	\$ 305,580	\$ 514,815	Long Term Capital Planning Tool - create a stable/equitable funding plan to offset deterioration resulting in sufficient funds for major common area expenditures and to create a stable fund for Hurricane Cleanup/Restoration.
<b>Sub-Total</b>	<b>\$ 308,580</b>	<b>\$ 128,575</b>	<b>\$ 305,580</b>	<b>\$ 514,815</b>	
<b>Other Fees and Charges</b>					
Discount for Early Payment	\$ 87,717	\$ -	\$ 87,717	\$ 84,227	
<b>Sub-Total</b>	<b>\$ 87,717</b>	<b>\$ -</b>	<b>\$ 87,717</b>	<b>\$ 84,227</b>	
<b>Total Expenditures and Other Uses</b>	<b>\$ 2,192,934</b>	<b>\$ 954,155</b>	<b>\$ 2,245,249</b>	<b>\$ 2,189,904</b>	
<b>Fund Balances:</b>					
Change from Current Year Operations	\$ -	\$ 1,047,249	\$ (26,465)	\$ -	Cash Over (Short) at Fiscal Year End

**Wentworth Estates  
Community Development District  
General Fund - Budget  
Fiscal Year 2027**

Description	Fiscal Year 2026 Adopted Budget	Actual at 02/10/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget	Notes
<b>Fund Balance - *Beginning</b>	\$ 887,130		\$ 887,130	\$ 1,166,244	
Current Year Reserve Additions	\$ 308,580		\$ 305,580	\$ 514,815	Budgeted Funds for Long Term Capital Planning
<b>Total Fund Balance</b>	<u>\$ 1,195,710</u>		<u>\$ 1,166,244</u>	<u>\$ 1,681,059</u>	
<b>Fund Balance - Use of Funds</b>					
1st 3 Months Operations Reserve	\$ 392,574		\$ 404,098	\$ 418,772	Required to meet Cash Needs until Assessment Received
Extraordinary Capital/Operations Reserve	\$ 803,136		\$ 762,147	\$ 1,262,287	Long Term Capital Planning - Balance of Funds
<b>Total Fund Balance</b>	<u>\$ 1,195,710</u>		<u>\$ 1,166,244</u>	<u>\$ 1,681,059</u>	

\*Beginning Fund Balance at 10/1/2025 per audited financial statements

Description	Number of Units	Assessment Comparison		FY 2027 Rate/Unit	
		FY 2026 Rate/Unit	FY 2027 Rate/Unit		
Residential	1432	\$ 1,499.21	\$ 1,480.89		Three 75' lots were combined to create 2 lots, 60581265346 and 60581265304, and are assessed as 1.5 units each.
Commercial	N/A	\$ 46,062.58	\$ 45,998.93		
<b>CAP Rate (Residential) (Current and Proposed)</b>		\$ 1,148.76	\$ 1,777.07		Cap Rate (Residential)
<b>CAP Rate (Commercial) (Current and Proposed)</b>		\$ 35,295.10	\$ 55,198.72		Cap Rate (Commercial)

**Wentworth Estates Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2027**  
**Capital Improvement Plan - Fiscal Year 2027 through FY 2031**

Description of Capital Items	2027	2028	2029	2030	2031
<b>Water Management System</b>					
<b>Fountain/Aerator/Bubbler Program for Lake System</b>					
Lake 12 Avellino	\$ -	\$ -	\$ 30,000	\$ -	\$ -
Lake 15 Trevi	\$ -	\$ 30,000	\$ -	\$ -	\$ -
Lake 22 Aqua/Liparri	\$ -	\$ -	\$ -	\$ -	\$ -
Lake 20 Bella Firenze	\$ -	\$ -	\$ -	\$ -	\$ -
Lake 4 Via Vento	\$ -	\$ -	\$ -	\$ -	\$ -
Lake 7 Napoli	\$ -	\$ -	\$ -	\$ -	\$ -
Lake 24 Aqua	\$ 30,000	\$ -	\$ -	\$ -	\$ -
Lake 18	\$ -	\$ -	\$ -	\$ 25,000	\$ -
Lake 42 (2) Peninsula	\$ -	\$ 40,000	\$ -	\$ -	\$ -
Lake 21 Cavia	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Improvements for Water Quality</b>					
Littoral Shelf Plantings	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000
<b>Sub-total</b>	<b>\$ 50,000</b>	<b>\$ 90,000</b>	<b>\$ 40,000</b>	<b>\$ 35,000</b>	<b>\$ 10,000</b>
 <b>Preserves - Boardwalk and Lookout</b>					
<i>Evaluation of Boardwalk and Lookout will be completed in a future year for a long term needs determination to be incorporated into future years budgets.</i>					
<b>Stormwater Drainage Pipes</b>					
Televise System/Repairs for damage (Every 5 Years)	\$ -	\$ 30,000	\$ -	\$ -	\$ -
<b>Sub-total</b>	<b>\$ -</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000</b>
<b>Lakes Banks Erosion Restoration</b>					
Giaveno	\$ -	\$ -	\$ -	\$ -	\$ -
Venezia	\$ -	\$ -	\$ -	\$ -	\$ -
Ponziane	\$ -	\$ -	\$ -	\$ -	\$ -
Acqua	\$ -	\$ -	\$ -	\$ -	\$ -
Lipari	\$ -	\$ -	\$ -	\$ -	\$ -
Bella Firenze	\$ -	\$ -	\$ -	\$ -	\$ -
Vercelli	\$ -	\$ -	\$ -	\$ -	\$ -
Dinapoli	\$ -	\$ -	\$ -	\$ -	\$ -
Via Veneto	\$ -	\$ -	\$ -	\$ -	\$ -
Piacere	\$ -	\$ -	\$ -	\$ -	\$ -
italiz	\$ -	\$ -	\$ -	\$ -	\$ -
Ponte Rialto	\$ -	\$ -	\$ -	\$ -	\$ -
Avellino	\$ -	\$ -	\$ -	\$ -	\$ -
Casoria	\$ -	\$ -	\$ -	\$ -	\$ -
Trevi	\$ -	\$ 40,000	\$ -	\$ -	\$ -
Siracusa	\$ -	\$ -	\$ -	\$ -	\$ -
Pavia	\$ -	\$ -	\$ -	\$ -	\$ -
Golf Course	\$ -	\$ -	\$ -	\$ -	\$ -
Overall Project Lake Bank Restoration	\$ 60,000	\$ 15,000	\$ 40,000	\$ 40,000	\$ 40,000
Contingencies/CEI Services	\$ 27,500	\$ 43,750	\$ 20,000	\$ 18,750	\$ 17,500
<b>Sub-total</b>	<b>\$ 87,500</b>	<b>\$ 98,750</b>	<b>\$ 60,000</b>	<b>\$ 58,750</b>	<b>\$ 57,500</b>
<b>Total: Stormwater Management System</b>	<b>\$ 137,500</b>	<b>\$ 218,750</b>	<b>\$ 100,000</b>	<b>\$ 93,750</b>	<b>\$ 87,500</b>

**Wentworth Estates Community Development District**  
**General Fund - Budget**  
**Fiscal Year 2027**  
**Capital Improvement Plan - Fiscal Year 2027 through FY 2031**

Description of Capital Items	2027	2028	2029	2030	2031
<b>Treviso Bay Boulevard - Entrance Fountain, Roadway, Lighting, Signage</b>					
<b>Roadway and Bridge</b>					
Brick Paver Replacement - Bridge	\$ -	\$ -	\$ -	\$ -	\$ -
Brick Paver - Roadways (Sand, Clean, Seal - Every 5 Years)	\$ -	\$ 80,000	\$ -	\$ 80,000	\$ -
Street Lights/Fencing/Railing - Painting	\$ 17,000	\$ -	\$ -	\$ -	\$ -
Bridge - Painting	\$ -	\$ 25,000	\$ -	\$ -	\$ -
Bridge - Inspection (every Three years)	\$ -	\$ -	\$ 10,000	\$ -	\$ -
Bridge Repairs Allowance	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Contingencies/CEI Services	\$ 9,250	\$ 31,250	\$ 7,500	\$ 25,000	\$ 5,000
<b>Sub-total</b>	<b>\$ 46,250</b>	<b>\$ 156,250</b>	<b>\$ 37,500</b>	<b>\$ 125,000</b>	<b>\$ 25,000</b>
<b>Landscaping/Lighting - Treviso Bay Blvd./US 41 Buffer - Preserve Boardwalk</b>					
Preserve Boardwalk	\$ -	\$ -	\$ -	\$ -	\$ -
Treviso Bay Blvd/US 41 Buffer - Landscaping	\$ 100,000	\$ 75,000	\$ 75,000	\$ -	\$ -
Treviso Bay Blvd/US 41 Buffer - Lighting	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Treviso Bay Blvd Bridge - Planters	\$ 30,000	\$ -	\$ -	\$ -	\$ -
Fountain and Perimeter Wall - Painting	\$ -	\$ -	\$ -	\$ -	\$ -
Diamond Brite/Replace Tile in Fountains	\$ -	\$ -	\$ -	\$ -	\$ -
Fountain - Motor and Impeller Replacement	\$ -	\$ -	\$ -	\$ 30,000	\$ -
Contingencies/CEI Services	\$ 35,000	\$ 21,250	\$ 21,250	\$ 10,000	\$ 2,500
<b>Sub-total</b>	<b>\$ 175,000</b>	<b>\$ 106,250</b>	<b>\$ 106,250</b>	<b>\$ 50,000</b>	<b>\$ 12,500</b>
<b>Total: Treviso Bay Boulevard Entrance</b>	<b>\$ 221,250</b>	<b>\$ 262,500</b>	<b>\$ 143,750</b>	<b>\$ 175,000</b>	<b>\$ 37,500</b>
<b>Total Capital Improvements</b>	<b>\$ 358,750</b>	<b>\$ 481,250</b>	<b>\$ 243,750</b>	<b>\$ 268,750</b>	<b>\$ 125,000</b>
<b>Estimated Cost Per Residential Unit</b>	<b>\$ 268.06</b>	<b>\$ 359.59</b>	<b>\$ 182.13</b>	<b>\$ 200.81</b>	<b>\$ 93.40</b>

Wentworth Estates  
Community Development District

Debt Service Fund - Series 2021 Refunding Bonds (Amended Budget)  
Fiscal Year 2027

Description	Fiscal Year 2026 Adopted Budget	Actual at 02/10/2026	Anticipated FYE 09/30/2026	Fiscal Year 2027 Budget
<b>Revenues and Other Sources</b>				
Carryforward	\$ -	\$ -	\$ -	\$ -
<b>Special Assessment Revenue</b>				-
Special Assessment - On-Roll	\$ 1,783,584	\$ 1,577,876	\$ 1,783,584	1,782,795
<b>Interest Income</b>				
Revenue Account	\$ 44,522	\$ 7,483	\$ 22,448	\$ 20,203
<b>Total Revenue and Other Sources</b>	<b>\$ 1,828,107</b>	<b>\$ 1,585,359</b>	<b>\$ 1,806,032</b>	<b>\$ 1,802,998</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>				
Series A Bonds	\$ 1,298,000	\$ -	\$ 1,298,000	\$ 1,320,000
<b>Interest Expense</b>				
Series A Bonds	\$ 378,151	\$ 189,076	\$ 378,151	\$ 357,059
<b>Other Fees and Charges</b>				
Discounts/Fees and Charges	\$ 116,683	\$ -	\$ 116,683	\$ 116,631
<b>Total Expenditures and Other Uses</b>	<b>\$ 1,792,834</b>	<b>\$ 189,076</b>	<b>\$ 1,792,834</b>	<b>\$ 1,793,690</b>
<b>Net Increase/(Decrease) in Fund Balance</b>	\$ 35,272	\$ 1,396,283	\$ 13,198	\$ 9,308
<b>Fund Balance - Beginning</b>	\$ 385,521	\$ 385,521	\$ 385,521	\$ 398,718
<b>Fund Balance - Ending</b>	<b>\$ 420,793</b>	<b>\$ 1,781,804</b>	<b>\$ 398,718</b>	<b>\$ 408,026</b>

**Restricted Fund Balance:**

Reserve Account Requirement

NONE

Restricted for November 1, 2027 Interest Payment

\$ 166,979

**Total - Restricted Fund Balance:**

**\$ 166,979**

Description	Number of Units	Assessment Rates	
		FY 2026	FY 2027
50' Lot	111	\$ 1,653.89	\$ 1,653.89
50' Lot partial	1	\$ 1,200.10	\$ 1,200.10
60' Lot	75	\$ 1,754.52	\$ 1,754.52
60' Lot partial	1	\$ 1,327.19	\$ 1,327.19
75' Lot	205	\$ 2,112.87	\$ 2,112.87
100' Lot	17	\$ 3,006.43	\$ 3,006.43
100' Lot partial	10	\$ 2,552.90	\$ 2,552.90
150' Lot	10	\$ 3,606.25	\$ 3,606.25
150' Lot partial	1	\$ 3,152.72	\$ 3,152.72
Coach Homes	194	\$ 1,103.11	\$ 1,103.11
2 Story Condominiums	203	\$ 942.54	\$ 942.54
4 Story Condominiums	599	\$ 789.60	\$ 789.62
Commercial	1	\$ 37,782.00	\$ 37,782.00
Golf Course	0		
<b>Total:</b>	<b>1428</b>		

Prepared by:

JPWard and Associates, LLC

**Wentworth Estates**  
**Community Development District**  
**Debt Service Fund - Series 2021 Amortization Schedule**  
**Fiscal Year 2027**

Description	Prepayments	Principal	Coupon Rate	Interest	Annual Debt Service	Par Debt Outstanding
Par Amount Issued		\$ 22,485,000	Varies			
11/1/2021				\$ 74,885.02	\$ 74,885.02	\$ 22,485,000
5/1/2022		\$ 1,231,000	1.0625%	\$ 220,972.19		
11/1/2022				\$ 214,432.50	\$ 1,666,404.69	\$ 21,254,000
5/1/2023		\$ 1,245,000	1.1250%	\$ 214,432.50		
11/1/2023				\$ 207,429.38	\$ 1,666,861.88	\$ 20,009,000
5/1/2024	10000	\$ 1,260,000	1.3750%	\$ 207,429.38		
11/1/2024				\$ 198,660.63	\$ 1,676,090.01	\$ 18,739,000
5/1/2025		\$ 1,278,000	1.5000%	\$ 198,660.63		
11/1/2025				\$ 189,075.63	\$ 1,665,736.26	\$ 17,461,000
5/1/2026		\$ 1,298,000	1.6250%	\$ 189,075.63		
11/1/2026				\$ 178,529.38	\$ 1,665,605.01	\$ 16,163,000
5/1/2027		\$ 1,320,000	1.7500%	\$ 178,529.38		
11/1/2027				\$ 166,979.38	\$ 1,665,508.76	\$ 14,843,000
5/1/2028		\$ 1,344,000	1.8750%	\$ 166,979.38		
11/1/2028				\$ 154,379.38	\$ 1,665,358.76	\$ 13,499,000
5/1/2029		\$ 1,371,000	2.0000%	\$ 154,379.38		
11/1/2029				\$ 140,669.38	\$ 1,666,048.76	\$ 12,128,000
5/1/2030		\$ 1,399,000	2.1250%	\$ 140,669.38		
11/1/2030				\$ 125,805.00	\$ 1,665,474.38	\$ 10,729,000
5/1/2031		\$ 1,429,000	2.1250%	\$ 125,805.00		
11/1/2031				\$ 110,621.88	\$ 1,665,426.88	\$ 9,300,000
5/1/2032		\$ 1,461,000	2.2500%	\$ 110,621.88		
11/1/2032				\$ 94,185.63	\$ 1,665,807.51	\$ 7,839,000
5/1/2033		\$ 1,494,000	2.2500%	\$ 94,185.63		
11/1/2033				\$ 77,378.13	\$ 1,665,563.76	\$ 6,345,000
5/1/2034		\$ 1,529,000	2.3750%	\$ 77,378.13		
11/1/2034				\$ 59,221.25	\$ 1,665,599.38	\$ 4,816,000
5/1/2035		\$ 1,566,000	2.3750%	\$ 59,221.25		
11/1/2035				\$ 40,625.00	\$ 1,665,846.25	\$ 3,250,000
5/1/2036		\$ 1,605,000	2.5000%	\$ 40,625.00		
11/1/2036				\$ 20,562.50	\$ 1,666,187.50	\$ 1,645,000
5/1/2037		\$ 1,645,000	2.5000%	\$ 20,562.50		
11/1/2037					\$ 1,665,562.50	
		\$ 22,475,000		\$ 4,252,967.31	\$ 26,737,967.31	
Outstanding at September 30, 2027		\$ 14,843,000				

## **RESOLUTION 2026-7**

### **A RESOLUTION THE POLICY OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF THE STATEWIDE MUTUAL AID AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

#### **RECITALS**

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS**, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the state or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

**WHEREAS**, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

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

**SECTION 1.** In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

**SECTION 2.** The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

**SECTION 3.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 4.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict

**SECTION 5.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the Board of Supervisors of the Wentworth Estates Community Development District, Collier County, Florida, this 12th day of March, 2026.

**ATTEST:**

**WENTWORTH ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

---

James P. Ward, Secretary

---

Joe Newcomb, Chairperson



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

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## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## **ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT**

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

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

Title: James P. Ward, Secretary

Title: Joe Newcomb, Chairman

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

Approved as to Form:

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

Greg Urbancic, District Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**Monthly Asset Manager's Report  
January 2026**

Prepared For:  
James Ward  
District Manager

Prepared By:  
Richard Freeman



Calvin, Giordano & Associates, Inc.

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A SAFEbuilt® COMPANY

**CGA Project No. 17-9809**

**February 1, 2026**

**WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

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## **I. PURPOSE**

The purpose of this report is to provide the District Manager with an update on recent inspection-related activities. We will continue to provide updated monthly inspection reports on the status of ongoing field activities.

## **II. CURRENT ASSET UPDATES**

1. Landscaping & Entrance Maintenance
2. Aquatic Maintenance
3. Cane Toads
4. Hog Activity

## **III. LOCATION MAP**

## ***1. Landscaping & Entrance Maintenance***

### **Landscape Maintenance**

- All annuals and select cold-sensitive plantings were covered during the last week of January to protect them from frost and freezing temperatures. Due to ongoing cold conditions, some additional plant material may experience temporary leaf drop. This is normal for the season, and plants are expected to recover by early spring.
- All newly planted plantings along US-41 continue to thrive. CDD staff will continue monitoring growth and overall health.
- Cabbage palms on the west end of 41 were trimmed.

### **Entrance Maintenance**

- The construction vendor for the adjacent front-entry property has installed a temporary privacy fence and staked out the work area. Construction activities are scheduled to begin in early February.
- Fountain lighting was adjusted as needed, and two lights were replaced. All fountain lighting is fully operational.
- All holiday lighting was removed in late January.
- New electrical equipment installation was completed at the front entrance by the fountain pump house.
- New TPC bronze plaques were installed in place of the old ones on both monuments signs.



*Entrance Fountain*



*Holiday Lighting*



*New Electrical Equipment*



*Tree Trimming on US-41*

## 2. **Aquatic Maintenance**

### **The Shoreline Weeds**

- Torpedo grass and other shoreline weeds were treated in Lakes 1–17 and 26–42.

### **Algae**

- Surface algae treatments were performed in multiple lakes as needed.
- Submerged Chara algae was treated in Lakes 15, 23, 24, and 32.
- Surface algae was physically raked and removed from Lake 21.
- CDD staff is currently developing the Fiscal Year 2026 Lake Bank Restoration Program. Areas under evaluation include lake bank repairs along the golf course, shoreline repairs at Lake 42, and repairs to existing geotubes at Lake 7, where several sections have failed. Staff is awaiting proposals for the selected repair areas before moving forward.
- The annual storm drain inspection and assessment is scheduled to begin in February. Once inspection results are received, the District will proceed with any necessary cleaning and maintenance.
- One additional service visit is scheduled for January 27.
- Lake dye was added to Lakes 1, 2, 5, 6, 7, 8, 9, 16, 17, 22A, and 24 to assist with algae control and improve aesthetics.
- Trash and landscape debris, including coconuts and palm fronds, were removed from lake edges in Lakes 24–42.
- Quarterly preserve maintenance is scheduled for the week of January 26–31.
- The fountain and aeration contractor installed a warranty compressor at Lake 7 and replaced fountain lighting at Lake 26. All fountain lighting is operational.

## 3. **Cane Toads**

- Cane toad activity remained seasonally low throughout January. No egg strands, larvae, or baby toads were observed. Adult cane toads remained established throughout the community and were consistently removed in irrigated and landscaped areas during routine service.
- January Totals (approximate):
  - Eggs: 0
  - Tadpoles: 0
  - Larvae: 0
  - Baby toads: 0
  - Adults: ~170–200

#### 4. **Hog Activity**

- A total of 44 feral hogs have been removed from the property to date. An estimated 2–4 hogs continue to intermittently appear at active trap locations. Traps will remain baited, and activity will continue to be closely monitored.

##### **Trap Location 1 – Boundary Line**

- (26.07496, -81.74382)
- Total Removed: 26
- Damage: No active damage observed
- Notes: Location selected due to heavy hog traffic from Rookery Bay Preserve toward Treviso Bay
- Action Plan: Continued monitoring; 1–2 hogs still occasionally returning

##### **Trap Location 2 – Golf Course**

- (26.06618, -81.72838)
- Total Removed: 17
- Damage: Previous damage along golf course edges and one residence on Corso Bello Drive
- Action Plan: No new damage observed since removals; staff remains in contact with the affected homeowner

##### **Trap Location 3 – Giaveno Circle**

- (26.06618, -81.73509)
- Total Removed: 1
- Damage: Significant damage occurring in mulched and grassy areas near apartment buildings
- Notes: Damage attributed to 3–4 adult boar hogs accessing the area from Rookery Bay
- Action Plan: A trap has been installed along the travel corridor. The first hog was removed on January 21, 2026. Remaining hogs are appearing independently and will be removed as observed. Collared hunting dogs seen on camera may be contributing to increased hog movement.
- Quarterly preserve maintenance is scheduled and ongoing.

#### IV. LOCATION MAP



**Calvin, Giordano & Associates, Inc.**  
 EXCEPTIONAL SOLUTIONS™  
 1800 Eller Drive, Suite 600 · Fort Lauderdale, FL 33316  
 (phone) 954.921.7781 · (fax) 954.266.6487  
 Certificate of Authorization #514

**WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**Monthly Asset Manager's Report  
February 2026**

Prepared For:  
James Ward  
District Manager

Prepared By:  
Richard Freeman



Calvin, Giordano & Associates, Inc.

A SAFEbuilt® COMPANY

**CGA Project No. 17-9809**

**March 1, 2026**

**WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

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## **I. PURPOSE**

The purpose of this report is to provide the District Manager with an update on recent inspection-related activities. We will continue to provide updated monthly inspection reports on the status of ongoing field activities.

## **II. CURRENT ASSET UPDATES**

1. Landscaping & Entrance Maintenance
2. Aquatic Maintenance
3. Cane Toads
4. Hog Activity

## **III. LOCATION MAP**

***1. Landscaping & Entrance Maintenance***

- During the first week of November, temperatures dropped to near freezing. As a precautionary measure, the District covered the annual plantings to protect them from frost damage and prevent premature loss prior to the next scheduled rotation.
- Similarly, during the first week of February, temperatures again dropped to near freezing, and the annuals were covered to prevent frost damage.
- The pump in the north fountain began making excessive noise and ultimately failed due to internal damage. The District has completed installation of new pumps and motors for the north fountain bubbler to restore proper operation.
- District staff identified several areas where landscape lighting was not functioning properly. The original installation vendor has been contacted and is currently diagnosing the system as of February 27. The vendor has reported that approximately 12 transformer fuses have blown and has ordered replacement parts. Repairs will be completed upon receipt.
- A new annual rotation was installed during the last week of February

District staff has coordinated with the tree trimming vendor to trim and selectively thin the black olive trees along US 41 to allow additional light penetration and promote healthy growth of the new landscaping. This work is anticipated to take place in mid-March.



*New TPC Plackat front Entrance*



*Annuals covered to prevent frost damage*



*Newly Planting Landscaping*

## 2. **Aquatic Maintenance**

Torpedo grass and other shoreline weeds were treated in Lakes 1–20 and 26–42.

- Surface algae was treated in Lakes 3, 32, and 42.
- Submerged algae (Chara) was treated in Lakes 1, 2, 7, 24, and 42.
- Surface algae was physically removed from Lake 21.
- One additional service visit remains scheduled for this month.

The annual inspection of the storm drain system is scheduled for mid-March. Upon completion of the inspection and receipt of the report, the District will proceed with any necessary cleaning or maintenance identified within the drainage system.

In the Fiscal Year 2026 capital budget, there is a \$30,000 line item allocated for installation of a fountain in the lake at the Aqua community. Given prior discussions regarding potential noise concerns associated with fountains, I would like to confirm whether the Board intends to move forward with the fountain installation this year. Additionally, should we consider installing a subsurface aeration system as an alternative to a decorative fountain? Aeration may provide similar water quality benefits without the potential noise impact.

## 3. **Cane Toads**

Breeding activity increased during February, with male calls audible across multiple lakes. Eight larvae strands were removed, and early-stage tadpole clusters were collected during shoreline service.

### **February Totals:**

- Larvae Strands Removed: 8
- Tadpoles Removed: Approximately 35–65
- Baby Toads Removed: 0
- Adults Removed: Approximately 195–220

## 4. **Hog Activity**

A The District continues to survey the entire property a minimum of 1–2 times per week for signs of feral swine activity and damage. Bait sites and trap locations are selected along the outer edges of the property, based on observed damage, and are established

in discrete areas to minimize public interaction. This proactive approach helps prevent damage to homeowners' properties and the golf course.

**Trap Location 1 – Boundary Line (26.07496, -81.74382)**

- Total Removed: 27
- Damage Report: No current damage. This location was selected due to well-used pig trails originating from Rookery Bay Preserve toward Treviso Bay.
- Current Activity: 1 hog observed on camera.
- Action Plan: Activity has significantly decreased following removals. The site will continue to be monitored and hogs removed as needed.

**Trap Location 2 – Golf Course (26.06618, -81.72838)**

- Total Removed: 18
- Damage Report: Damage along the golf course has ceased following removals.
- Recent Activity: 1 hog removed this month.
- Action Plan: Continued coordination with the affected homeowner and ongoing monitoring of activity in the area.

**Trap Location 3 – Giaveno Circle (26.06618, -81.73509)**

- Total Removed: 2 (Initial)
- Update: 3 additional hogs removed in February.
- Damage Report: Prior damage occurred in mulched and grassy areas near the apartments. No new damage has been observed since removals.
- Action Plan: Damage was caused by large adult boars traveling along a grassy trail near Rookery Bay's boundary line. A trap has been established along this corridor. One hog is currently captured on camera. Monitoring and baiting efforts will continue.



*HOG TRAPPING*



#### IV. LOCATION MAP



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# SOLITUDE

LAKE MANAGEMENT



## Wentworth Estates CDD at Treviso Bay Waterway Inspection Report

---

**Reason for Inspection:** Routine Scheduled

**Inspection Date:** 2026-01-27

**Prepared for:**

Wentworth Estates CDD at Treviso Bay  
Treviso Bay Clubhouse, 9800 Treviso Bay Boulevard  
Naples, Florida 34113

**Prepared by:**

Mason Maher, Field Operations Manager- Environmental Scientist

Ft. Myers Field Office  
SOLITUDELAKEMANAGEMENT.COM  
888.480.LAKE (5253)

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Site: 1

**Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 2

**Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 3

**Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 4

**Comments:**

Site looks good  
Shoreline is well maintained.  
Submersed vegetation is at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 5

**Comments:**

Site looks good  
Shoreline is well maintained.  
Algae and submersed vegetation are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 6

**Comments:**

Site looks good  
Shoreline is well maintained.  
Algae and submersed vegetation are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 7

**Comments:**

Site looks good  
Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 8

**Comments:**

Site looks good  
Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 9

**Comments:**

Site looks good  
Minor regrowth of torpedo grass observed along shoreline. Algae and submerged vegetation are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

Site: 10

**Comments:**

Site looks good  
Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 11

**Comments:**

Normal growth observed  
Shoreline is well maintained with some areas of regrowth present.  
Algae and submersed vegetation is at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

Site: 12

**Comments:**

Site looks good  
Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 13

**Comments:**

Normal growth observed

Shoreline is well maintained.  
Submerged vegetation present and receiving treatment.

**Action Required:**

Routine maintenance next visit

**Target:**

Submersed vegetation



Site: 14

**Comments:**

Treatment in progress

Shoreline is well maintained.  
Submerged vegetation is present and is being treated.

**Action Required:**

Routine maintenance next visit

**Target:**

Submersed vegetation



Site: 15

**Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 16

Comments:

Site looks good

Shoreline is well maintained. Algae and submerged vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 17

Comments:

Site looks good

Shoreline is well maintained. Algae and submerged vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 18

Comments:

Normal growth observed

Shoreline is well maintained. Algae and submerged vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 19

Comments:

Treatment in progress

Shoreline is well maintained. Tall broom grass observed in landscape buffer zone. Minor algae present within littorals.

Action Required:

Routine maintenance next visit

Target:

Shoreline weeds



Site: 20

Comments:

Site looks good

Shoreline is well maintained. Algae and submerged vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 21

Comments:

Normal growth observed

Shoreline is well maintained. Algae and submerged vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 22

Comments:

Normal growth observed

Shoreline is well maintained. Minor charra observed in lake has been treated.

Action Required:

Re-inspect next visit

Target:

Muskgrass



Site: 23

Comments:

Site looks good

Shoreline is well maintained. Algae and submerged vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 24

Comments:

Normal growth observed

Shoreline is well maintained. Minor surface algae present around perimeter of the lake.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 25

Comments:

Site looks good

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 26

Comments:

Treatment in progress

Shoreline is well maintained. Some areas of submerged vegetation present in lake.



Action Required:

Treat within 7 days

Target:

Submersed vegetation

Site: 27

Comments:

Normal growth observed

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 28

Comments:

Normal growth observed

Shoreline is well maintained. Submersed vegetation and algae are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 29

Comments:

Treatment in progress

Shoreline is well maintained. Minor charra present in lake has been treated.



Action Required:

Re-inspect next visit

Target:

Muskgrass

Site: 30

Comments:

Site looks good

Shoreline is well maintained. Submersed vegetation and algae are at controlled levels.



Action Required:

Routine maintenance next visit

Target:

Species non-specific

Site: 31

**Comments:**

Site looks good  
Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 32

**Comments:**

Normal growth observed  
Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 33

**Comments:**

Site looks good  
Shoreline is well maintained.  
Algae and submersed vegetation  
are at controlled levels.



**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

Site: 34

**Comments:**

Normal growth observed

Shoreline is well maintained.  
Minor charra present in lake has been treated.

**Action Required:**

Re-inspect next visit

**Target:**

Muskgrass



Site: 35

**Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 36

**Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submersed vegetation are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 37

**Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 38

**Comments:**

Normal growth observed

Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels. Area is quite dry due to drought conditions and evaporation.

**Action Required:**

Routine maintenance next visit

**Target:**

Shoreline weeds



Site: 39

**Comments:**

Site looks good

Shoreline is well maintained.  
Area is quite dry due to drought conditions and evaporation.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 40

**Comments:**

Site looks good

Shoreline is well maintained.  
Area is quite dry due to drought conditions and evaporation.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 41

**Comments:**

Site looks good

Shoreline is well maintained.  
Algae and submerged vegetation are at controlled levels. Erosion present.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



Site: 42

**Comments:**

Normal growth observed

Shoreline is well maintained.  
Area is quite dry due to drought conditions and evaporation.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



**Management Summary**

- Overall the lakes are in good condition. The lake levels are quite low due to drought conditions and natural evaporation.
- Shoreline weeds are minimal across the entire community.
- Surface algae is very minimal. Most of the algae issues are located in and around the littorals.
- We will continue to apply lake dye applications to lakes especially now since the lake levels are down and sunlight penetration is at its highest.
- Next inspection report will be in April 2026

Site	Comments	Target	Action Required
1	Site looks good	Species non-specific	Routine maintenance next visit
2	Site looks good	Species non-specific	Routine maintenance next visit
3	Site looks good	Species non-specific	Routine maintenance next visit
4	Site looks good	Species non-specific	Routine maintenance next visit
5	Site looks good	Species non-specific	Routine maintenance next visit
6	Site looks good	Species non-specific	Routine maintenance next visit
7	Site looks good	Species non-specific	Routine maintenance next visit
8	Site looks good	Species non-specific	Routine maintenance next visit
9	Site looks good	Torpedograss	Routine maintenance next visit
10	Site looks good	Species non-specific	Routine maintenance next visit
11	Normal growth observed	Torpedograss	Routine maintenance next visit
12	Site looks good	Species non-specific	Routine maintenance next visit
13	Normal growth observed	Submersed vegetation	Routine maintenance next visit
14	Treatment in progress	Submersed vegetation	Routine maintenance next visit
15	Site looks good	Species non-specific	Routine maintenance next visit
16	Site looks good	Species non-specific	Routine maintenance next visit
17	Site looks good	Species non-specific	Routine maintenance next visit
18	Normal growth observed	Species non-specific	Routine maintenance next visit
19	Treatment in progress	Shoreline weeds	Routine maintenance next visit
20	Site looks good	Species non-specific	Routine maintenance next visit
21	Normal growth observed	Species non-specific	Routine maintenance next visit
22	Normal growth observed	Muskgrass	Re-inspect next visit
23	Site looks good	Species non-specific	Routine maintenance next visit
24	Normal growth observed	Surface algae	Routine maintenance next visit
25	Site looks good	Species non-specific	Routine maintenance next visit
26	Treatment in progress	Submersed vegetation	Treat within 7 days
27	Normal growth observed	Species non-specific	Routine maintenance next visit
28	Normal growth observed	Species non-specific	Routine maintenance next visit
29	Treatment in progress	Muskgrass	Re-inspect next visit
30	Site looks good	Species non-specific	Routine maintenance next visit
31	Site looks good	Species non-specific	Routine maintenance next visit
32	Normal growth observed	Species non-specific	Routine maintenance next visit

33	Site looks good	Species non-specific	Routine maintenance next visit
34	Normal growth observed	Muskgrass	Re-inspect next visit
35	Site looks good	Species non-specific	Routine maintenance next visit
36	Site looks good	Species non-specific	Routine maintenance next visit
37	Site looks good	Species non-specific	Routine maintenance next visit
38	Normal growth observed	Shoreline weeds	Routine maintenance next visit
39	Site looks good	Species non-specific	Routine maintenance next visit
40	Site looks good	Species non-specific	Routine maintenance next visit
41	Site looks good	Species non-specific	Routine maintenance next visit
42	Normal growth observed	Species non-specific	Routine maintenance next visit



# Wentworth Estates

Community Development District

*Financial Statements  
December 31, 2025*

*JPWard and Associates, LLC*  
2301 N.E. 37<sup>th</sup> Street  
Fort Lauderdale, Florida 33308  
Phone: (954) 658-4900

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**Wentworth Estates Community Development District**  
**Balance Sheet**  
for the Period Ending December 31, 2025

	Governmental Funds				Totals (Memorandum Only)
	General Fund	Debt Service Fund Series 2021	Account Groups		
			General Long Term Debt	Fixed Assets	
<b>Assets</b>					
<b>Cash and Investments</b>					
General Fund - Hancock Bank	\$ 410,956	\$ -	\$ -	\$ -	\$ 410,956
FMIT - Investment Account	1,573,092	-	-	-	1,573,092
<b>Debt Service Fund</b>					
Revenue Account	-	1,642,382	-	-	1,642,382
<b>Accounts Receivable</b>					
	-	-	-	-	-
<b>Due from Other Funds</b>					
General Fund	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-
<b>Amount Available in Debt Service Funds</b>					
	-	-	1,642,382	-	1,642,382
<b>Amount to be Provided by Debt Service Funds</b>					
	-	-	15,818,618	-	15,818,618
<b>Investment in General Fixed Assets (net of depreciation)</b>					
	-	-	-	31,238,196	31,238,196
<b>Total Assets</b>	<b>\$ 1,984,047</b>	<b>\$ 1,642,382</b>	<b>\$ 17,461,000</b>	<b>\$ 31,238,196</b>	<b>\$ 52,325,626</b>
<b>Liabilities</b>					
<b>Accounts Payable</b>					
	-	-	-	-	-
<b>Due to Other Funds</b>					
General Fund	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-
<b>Bonds Payable</b>					
Current Portion (Due within 12 months)	-	-	1,298,000	-	1,298,000
Long Term	-	-	16,163,000	-	16,163,000
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,461,000</b>	<b>\$ -</b>	<b>\$ 17,461,000</b>
<b>Fund Equity and Other Credits</b>					
<b>Investment in General Fixed Assets</b>					
	-	-	-	31,238,196	31,238,196
<b>Fund Balance</b>					
<b>Restricted</b>					
Beginning: October 1, 2025 (Unaudited)	-	385,521	-	-	385,521
Results from Current Operations	-	1,256,862	-	-	1,256,862
<b>Unassigned</b>					
Beginning: October 1, 2025 (Unaudited)	887,130	-	-	-	887,130
Additions: Extraordinary Capital/Operation Reserve	77,145	-	-	-	77,145
Results from Current Operations	1,019,773	-	-	-	1,019,773
<b>Total Fund Equity and Other Credits</b>	<b>\$ 1,984,047</b>	<b>\$ 1,642,382</b>	<b>\$ -</b>	<b>\$ 31,238,196</b>	<b>\$ 34,864,626</b>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<b>\$ 1,984,047</b>	<b>\$ 1,642,382</b>	<b>\$ 17,461,000</b>	<b>\$ 31,238,196</b>	<b>\$ 52,325,626</b>

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2025**

Description	December	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
Carryforward	\$ -	-	\$ -	
<b>Interest</b>				
Interest - FMIT	2,158	4,161	-	0%
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	937,535	1,821,658	2,192,934	83%
Special Assessments - Off-Roll	-	-	-	0%
<b>Other Fees and Charges</b>				
Discounts for Early Payment	-	-	(87,717)	0%
<b>Total Revenue and Other Sources:</b>	<b>\$ 939,694</b>	<b>1,825,819</b>	<b>\$ 2,105,217</b>	<b>87%</b>
<b>Expenditures and Other Uses</b>				
<b>Legislative</b>				
Board of Supervisor's - Fees	1,000	1,800	6,000	30%
<b>Executive</b>				
Professional Management	4,988	14,963	59,850	25%
<b>Financial and Administrative</b>				
Audit Services	5,700	5,700	5,700	100%
Accounting Services	1,750	5,250	21,000	25%
Assessment Roll Services	1,094	3,281	13,125	25%
Arbitrage Rebate Services	-	-	500	0%
<b>Other Contractual Services</b>				
Legal Advertising	-	-	2,900	0%
Trustee Services	-	-	4,041	0%
Property Appraiser/Tax Collector Fees	-	28,880	11,800	245%
Bank Service Charges	-	90	250	36%
<b>Communications &amp; Freight Services</b>				
Postage, Freight & Messenger	-	80	750	11%
Website Development	-	-	2,400	0%
<b>Insurance</b>				
	-	75,679	73,966	102%
<b>Printing &amp; Binding</b>				
	-	-	1,000	0%
<b>Subscription &amp; Memberships</b>				
	-	175	175	100%
<b>Legal Services</b>				
Legal - General Counsel	652	975	10,000	10%
<b>Other General Government Services</b>				
Engineering Services - General	106	106	10,000	1%
<b>Sub-Total:</b>	<b>15,289</b>	<b>136,978</b>	<b>223,457</b>	<b>61%</b>

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2025**

Description	December	Year to Date	Total Annual Budget	% of Budget
<b>Community Wide Irrigation System</b>				
Consumptive Use Permit Monitoring	3,200	8,000	20,160	40%
<b>Stormwater Management Services</b>				
<b>Professional Services</b>				
Asset Management	4,396	8,793	50,000	18%
Mitigation Monitoring	-	-	4,800	0%
<b>Utility Services</b>				
Electric - Aeration System	455	1,736	-	0%
<b>Repairs &amp; Maintenance</b>				
<b>Lake &amp; Wetland System</b>				
Aquatic Weed Control	22,505	22,505	87,000	26%
Lake Bank Maintenance	-	1,885	2,000	94%
Water Quality Testing	4,350	4,350	14,500	30%
Water Control Structures	-	-	34,000	0%
Aeration System	6,591	6,591	2,496	264%
Midge Fly Treatment	716	716	10,000	7%
Cane Toad Removal	12,075	18,250	36,000	51%
<b>Preserves/Wetland System</b>				
Routine Maintenance	-	-	48,000	0%
Preserve Trail Material	-	-	2,000	0%
Contingencies	-	-	11,800	0%
<b>Capital Outlay</b>				
Littoral Shelf Planting	-	-	10,000	0%
Lake Bank Restoration	-	-	81,250	0%
Stormwater Drainage Pipes	-	-	35,000	0%
Fountain/Aerators	-	-	30,000	0%
<b>Road and Street Services</b>				
<b>Professional Management</b>				
Asset Management	221	4,311	30,000	14%
<b>Utility Services</b>				
<b>Electric</b>				
Southwest Blvd Street Lights	37	107	440	24%
Entrance/Fountain Landscape/Street Lights	396	2,131	8,221	26%
Entrance Bridge - Lights	399	1,103	3,515	31%

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2025**

Description	December	Year to Date	Total Annual Budget	% of Budget
<b>Repairs and Maintenance</b>				
<b>Treviso Bay Blvd &amp; Bridge</b>				
Sidewalk Repairs	-	-	1,000	0%
Striping & Pavement Marking	-	3,700	3,700	100%
Bridge Repairs	-	18,113	8,000	226%
Brick Paver Repairs	-	-	3,000	0%
Miscellaneous Repairs	250	250	8,000	3%
<b>Entry Monument</b>				
Pressure Washing, Cleaning & Painting	1,170	1,170	5,000	23%
Electrical Equipment	32,863	36,198	35,000	103%
Fence for Access Road	-	-	15,000	0%
<b>Southwest Boulevard</b>				
Street Lighting	-	-	3,000	0%
<b>Contingencies</b>				
	-	-	4,085	0%
<b>Capital Outlay</b>				
Roadway and Bridge	-	95,904	191,250	50%
<b>Sub-Total:</b>	<b>89,622</b>	<b>235,811</b>	<b>798,217</b>	<b>30%</b>
<b>Landscaping Services</b>				
<b>Professional Management</b>				
Asset Management	2,671	5,631	40,000	14%
<b>Utility Services</b>				
Electric - Landscape Lighting	28	83	349	24%
Electric - Irrigation System	95	252	1,082	23%
Potable Water - Fountain	266	757	5,000	15%
<b>Repairs &amp; Maintenance</b>				
<b>Public Area Landscaping</b>				
Treviso Bay Blvd - Entrance	11,002	33,007	173,910	19%
Southwest Boulevard	2,783	31,625	42,000	75%
Irrigation System	5,298	11,459	8,000	143%
Aeration and Top Dress	-	-	65,000	0%
Plant Replacement and Annuals	475	17,239	54,000	32%
Tree Trimming	20,310	20,310	26,250	77%
Fountains	3,412	6,608	25,000	26%
Annual Holiday Decorations	21,000	42,000	42,000	100%
Mulch	-	9,417	19,451	48%

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2025**

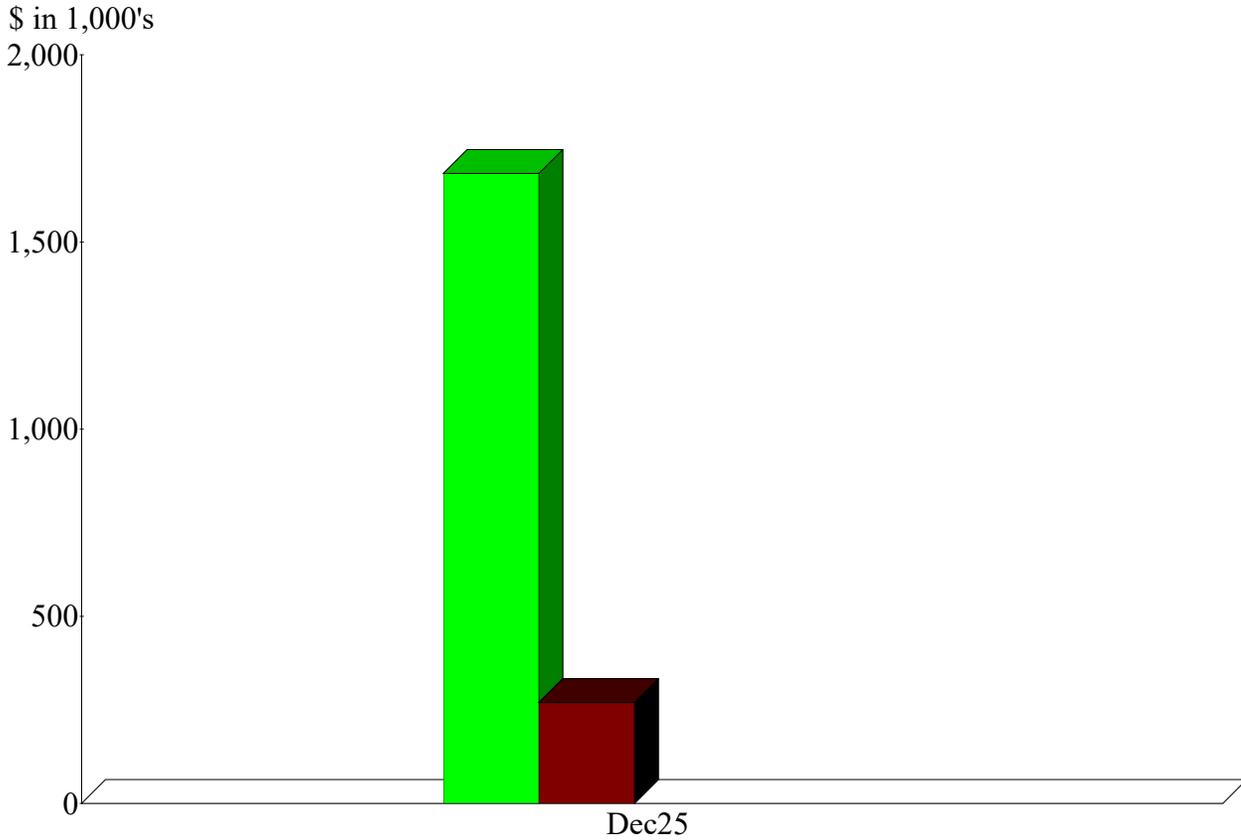
Description	December	Year to Date	Total Annual Budget	% of Budget
<b>Contingencies</b>	159	159	34,171	0%
<b>Capital Outlay</b>				
Treviso Bay Blvd/US 41 Buffer - Landscaping	70,641	88,043	100,000	88%
Treviso Bay Blvd/US 41 Buffer - Lighting	-	420	10,000	4%
Diamond Brite/Replace Foun Tile	-	88,228	81,000	109%
Contingencies/CEI Services	875	875	47,750	2%
<b>Sub-Total:</b>	<b>139,015</b>	<b>356,112</b>	<b>774,963</b>	<b>46%</b>
<b>Reserve Allocations</b>				
Extraordinary Capital/Operations	25,715	77,145	308,580	25%
<b>Sub-Total:</b>	<b>25,715</b>	<b>77,145</b>	<b>308,580</b>	<b>25%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 269,641</b>	<b>806,046</b>	<b>\$ 2,105,217</b>	<b>38%</b>
Net Increase/ (Decrease) in Fund Balance	670,053	1,019,773	-	
Fund Balance - Beginning	1,288,280	887,130	887,130	
Extraordinary Capital/Operations Reserve	25,715	77,145	308,580	
<b>Fund Balance - Ending</b>	<b>\$ 1,984,047</b>	<b>\$ 1,984,047</b>	<b>\$ 1,195,710</b>	

**Wentworth Estates Community Development District**  
**Debt Service Fund - Series 2021 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through December 31, 2025**

Description	December	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
Carryforward	\$ -	\$ -	\$ -	
<b>Interest Income</b>				
Revenue Account	951	3,560	44,522	8%
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	742,335	1,442,377	1,783,584	81%
<b>Other Fees and Charges</b>				
Discounts/Fees and Charges	-	-	(116,683)	0%
<b>Intragovernmental Transfers In</b>				
	-	-	-	0%
<b>Total Revenue and Other Sources:</b>	<b>\$ 743,285</b>	<b>\$ 1,445,937</b>	<b>\$ 1,711,423</b>	<b>84%</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>				
Series 2021 Bonds	-	-	1,298,000	0%
<b>Interest Expense</b>				
Series 2021 Bonds	-	189,076	378,151	50%
<b>Intragovernmental Transfers Out</b>				
	-	-	-	0%
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 189,076</b>	<b>\$ 1,676,151</b>	<b>11%</b>
Net Increase/ (Decrease) in Fund Balance	743,285	1,256,862	35,272	
Fund Balance - Beginning	899,097	385,521	385,521	
<b>Fund Balance - Ending</b>	<b>\$ 1,642,382</b>	<b>\$ 1,642,382</b>	<b>\$ 420,793</b>	

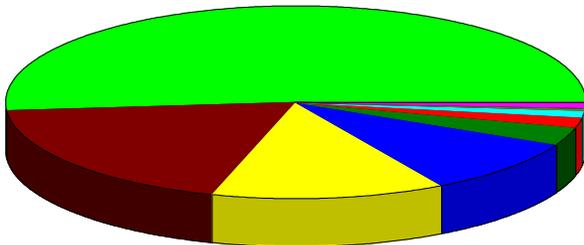
# Wentworth Community Development District

Income and Expense by Month  
December 2025



Expense Summary  
December 2025

5790000 · Landscaping Services	51.56%
5380000 · Stormwater Management Service	18.95
5410000 · Road and Street Facilities	13.10
9099000 · Reserve Allocations	9.54
5130000 · Financial and Administrative	3.17
5120000 · Executive	1.85
5370000 · Community Wide Irrigation Syst	1.19
5110000 · Legislative	0.37
5140000 · Legal Services	0.24
5190000 · Other General Government Serv.	0.04
<b>Total</b>	<b>\$269,640.88</b>



By Account

# Wentworth Estates

Community Development District

*Financial Statements*  
*January 31, 2026*

*JPWard and Associates, LLC*  
*2301 N.E. 37<sup>th</sup> Street*  
Fort Lauderdale, Florida 33308  
Phone: (954) 658-4900

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**Wentworth Estates Community Development District**  
**Balance Sheet**  
for the Period Ending January 31, 2026

	Governmental Funds				Totals (Memorandum Only)
	General Fund	Debt Service Fund Series 2021	Account Groups		
			General Long Term Debt	Fixed Assets	
<b>Assets</b>					
<b>Cash and Investments</b>					
<b>General Fund</b>					
Trust Checking Account	\$ 417,826	\$ -	\$ -	\$ -	\$ 417,826
FMIT - Investment Account	1,577,547	-	-	-	1,577,547
<b>Debt Service Fund</b>					
Revenue Account	-	1,727,276	-	-	1,727,276
<b>Accounts Receivable</b>					
	-	-	-	-	-
<b>Due from Other Funds</b>					
General Fund	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-
<b>Amount Available in Debt Service Funds</b>	-	-	1,727,276	-	1,727,276
<b>Amount to be Provided by Debt Service Funds</b>	-	-	15,733,724	-	15,733,724
<b>Investment in General Fixed Assets (net of depreciation)</b>	-	-	-	29,495,446	29,495,446
<b>Total Assets</b>	<b>\$ 1,995,373</b>	<b>\$ 1,727,276</b>	<b>\$ 17,461,000</b>	<b>\$ 29,495,446</b>	<b>\$ 50,679,095</b>
<b>Liabilities</b>					
<b>Accounts Payable</b>					
	-	-	-	-	-
<b>Due to Other Funds</b>					
General Fund	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-
<b>Bonds Payable</b>					
Current Portion (Due within 12 months)	-	-	1,298,000	-	1,298,000
Long Term	-	-	16,163,000	-	16,163,000
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,461,000</b>	<b>\$ -</b>	<b>\$ 17,461,000</b>
<b>Fund Equity and Other Credits</b>					
<b>Investment in General Fixed Assets</b>	-	-	-	29,495,446	29,495,446
<b>Fund Balance</b>					
<b>Restricted</b>					
Beginning: October 1, 2025 (Unaudited)	-	385,521	-	-	385,521
Results from Current Operations	-	1,341,756	-	-	1,341,756
<b>Unassigned</b>					
Beginning: October 1, 2025 (Unaudited)	887,130	-	-	-	887,130
Fund Additions/(Expenditures)	104,145	-	-	-	104,145
Results from Current Operations	1,004,098	-	-	-	1,004,098
<b>Total Fund Equity and Other Credits</b>	<b>\$ 1,995,373</b>	<b>\$ 1,727,276</b>	<b>\$ -</b>	<b>\$ 29,495,446</b>	<b>\$ 33,218,095</b>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<b>\$ 1,995,373</b>	<b>\$ 1,727,276</b>	<b>\$ 17,461,000</b>	<b>\$ 29,495,446</b>	<b>\$ 50,679,095</b>

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through January 31, 2026**

Description	January	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
Carryforward	\$ -	-	\$ -	
<b>Interest</b>				
Interest - FMIT	4,456	8,617	-	0%
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	102,263	1,923,922	2,192,934	88%
<b>Other Fees and Charges</b>				
Discounts for Early Payment	-	-	(87,717)	0%
<b>Total Revenue and Other Sources:</b>	<b>\$ 106,719</b>	<b>1,932,538</b>	<b>\$ 2,105,217</b>	<b>92%</b>
<b>Expenditures and Other Uses</b>				
<b>Legislative</b>				
Board of Supervisor's - Fees	-	1,800	6,000	30%
<b>Executive</b>				
Professional Management	4,988	19,950	59,850	33%
<b>Financial and Administrative</b>				
Audit Services	-	5,700	5,700	100%
Accounting Services	1,750	7,000	21,000	33%
Assessment Roll Services	1,094	4,375	13,125	33%
Arbitrage Rebate Services	-	-	500	0%
<b>Other Contractual Services</b>				
Legal Advertising	-	-	2,900	0%
Trustee Services	-	-	4,041	0%
Property Appraiser/Tax Collector Fees	314	29,194	11,800	247%
Bank Service Charges	-	90	250	36%
<b>Communications &amp; Freight Services</b>				
Postage, Freight & Messenger	221	301	750	40%
Website Development	-	-	2,400	0%
<b>Insurance</b>				
	-	75,679	73,966	102%
<b>Printing &amp; Binding</b>				
	-	-	1,000	0%
<b>Subscription &amp; Memberships</b>				
	-	175	175	100%
<b>Legal Services</b>				
Legal - General Counsel	-	975	10,000	10%
<b>Other General Government Services</b>				
Engineering Services - General	1,266	1,372	10,000	14%
<b>Sub-Total:</b>	<b>9,632</b>	<b>146,610</b>	<b>223,457</b>	<b>66%</b>

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through January 31, 2026**

Description	January	Year to Date	Total Annual Budget	% of Budget
<b>Community Wide Irrigation System</b>				
Consumptive Use Permit Monitoring	-	8,000	20,160	40%
<b>Stormwater Management Services</b>				
<b>Professional Services</b>				
Asset Management	4,890	13,683	50,000	27%
Mitigation Monitoring	-	-	4,800	0%
<b>Utility Services</b>				
Electric - Aeration System	559	2,296	-	0%
<b>Repairs &amp; Maintenance</b>				
<b>Lake &amp; Wetland System</b>				
Aquatic Weed Control	22,505	45,011	87,000	52%
Lake Bank Maintenance	-	1,885	2,000	94%
Water Quality Testing	-	4,350	14,500	30%
Water Control Structures	-	-	34,000	0%
Aeration System	-	6,591	2,496	264%
Midge Fly Treatment	-	716	10,000	7%
Cane Toad Removal	3,100	21,350	36,000	59%
<b>Preserves/Wetland System</b>				
Routine Maintenance	-	-	48,000	0%
Preserve Trail Material	-	-	2,000	0%
Contingencies	-	-	11,800	0%
<b>Capital Outlay</b>				
Littoral Shelf Planting	-	-	10,000	0%
Lake Bank Restoration	-	-	81,250	0%
Stormwater Drainage Pipes	-	-	35,000	0%
Fountain/Aerators	-	-	30,000	0%
<b>Road and Street Services</b>				
<b>Professional Management</b>				
Asset Management	3,319	7,630	30,000	25%
<b>Utility Services</b>				
<b>Electric</b>				
Southwest Blvd Street Lights	40	147	440	33%
Entrance/Fountain Landscape/Street Lights	881	3,012	8,221	37%
Entrance Bridge - Lights	469	1,572	3,515	45%

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through January 31, 2026**

Description	January	Year to Date	Total Annual Budget	% of Budget
<b>Repairs and Maintenance</b>				
<b>Treviso Bay Blvd &amp; Bridge</b>				
Sidewalk Repairs	-	-	1,000	0%
Striping & Pavement Marking	5,850	9,550	3,700	258%
Bridge Repairs	2,720	20,833	8,000	260%
Brick Paver Repairs	-	-	3,000	0%
<b>Entry Monument</b>				
Pressure Washing, Cleaning & Painting	-	1,170	5,000	23%
Electrical Equipment	9,899	46,097	35,000	132%
Fence for Access Road	-	-	15,000	0%
Miscellaneous Repairs	7,282	7,532	8,000	94%
<b>Southwest Boulevard</b>				
Street Lighting	-	-	3,000	0%
<b>Contingencies</b>				
	-	-	4,085	0%
<b>Capital Outlay</b>				
Roadway and Bridge	-	95,904	191,250	50%
<b>Sub-Total:</b>	<b>61,515</b>	<b>297,326</b>	<b>798,217</b>	<b>37%</b>
<b>Landscaping Services</b>				
<b>Professional Management</b>				
Asset Management	4,448	10,079	40,000	25%
<b>Utility Services</b>				
Electric - Landscape Lighting	33	116	349	33%
Electric - Irrigation System	31	283	1,082	26%
Potable Water - Fountain	2,666	3,423	5,000	68%
<b>Repairs &amp; Maintenance</b>				
<b>Public Area Landscaping</b>				
Treviso Bay Blvd - Entrance	11,002	44,009	173,910	25%
Southwest Boulevard	2,783	34,408	42,000	82%
Irrigation System	-	11,459	8,000	143%
Aeration and Top Dress	-	-	65,000	0%
Plant Replacement and Annuals	-	17,239	54,000	32%
Tree Trimming	-	20,310	26,250	77%
Fountains	3,500	10,108	25,000	40%
Annual Holiday Decorations	-	42,000	42,000	100%
Mulch	-	9,417	19,451	48%

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through January 31, 2026**

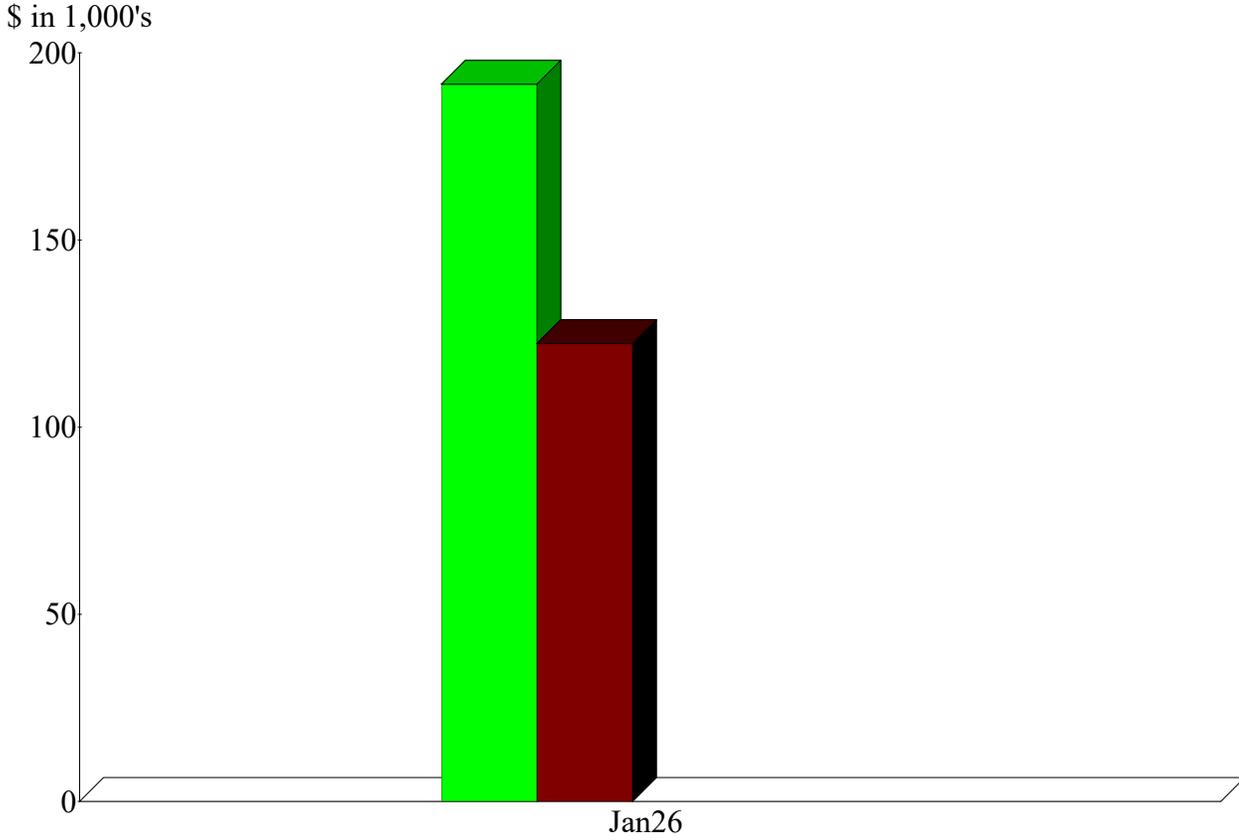
Description	January	Year to Date	Total Annual Budget	% of Budget
<b>Contingencies</b>	-	159	34,171	0%
<b>Capital Outlay</b>				
Treviso Bay Blvd/US 41 Buffer - Landscaping	1,068	89,111	100,000	89%
Treviso Bay Blvd/US 41 Buffer - Lighting	-	420	10,000	4%
Diamond Brite/Replace Foun Tile	-	88,228	81,000	109%
Contingencies/CEI Services	-	875	47,750	2%
<b>Sub-Total:</b>	<b>25,531</b>	<b>381,644</b>	<b>774,963</b>	<b>49%</b>
<b>Reserve Allocations</b>				
Extraordinary Capital/Operations	25,715	102,860	308,580	33%
<b>Sub-Total:</b>	<b>25,715</b>	<b>102,860</b>	<b>308,580</b>	<b>33%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 122,393</b>	<b>928,440</b>	<b>\$ 2,105,217</b>	<b>44%</b>
Net Increase/ (Decrease) in Fund Balance	(15,674)	1,004,098	-	
Fund Balance - Beginning	1,984,047	887,130	887,130	
Extraordinary Capital/Operations Reserve	25,715	102,860	308,580	
<b>Fund Balance - Ending</b>	<b>\$ 1,994,088</b>	<b>\$ 1,994,088</b>	<b>\$ 1,195,710</b>	

**Wentworth Estates Community Development District**  
**Debt Service Fund - Series 2021 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through January 31, 2026**

Description	January	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
Carryforward	\$ -	\$ -	\$ -	
<b>Interest Income</b>				
Revenue Account	3,922	7,483	44,522	17%
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	80,971	1,523,349	1,783,584	85%
<b>Other Fees and Charges</b>				
Discounts/Fees and Charges	-	-	(116,683)	0%
Intragovernmental Transfers In	-	-	-	0%
<b>Total Revenue and Other Sources:</b>	<b>\$ 84,894</b>	<b>\$ 1,530,831</b>	<b>\$ 1,711,423</b>	<b>89%</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>				
Series 2021 Bonds	-	-	1,298,000	0%
<b>Interest Expense</b>				
Series 2021 Bonds	-	189,076	378,151	50%
Intragovernmental Transfers Out	-	-	-	0%
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 189,076</b>	<b>\$ 1,676,151</b>	<b>11%</b>
Net Increase/ (Decrease) in Fund Balance	84,894	1,341,756	35,272	
Fund Balance - Beginning	1,642,382	385,521	385,521	
<b>Fund Balance - Ending</b>	<b>\$ 1,727,276</b>	<b>\$ 1,727,276</b>	<b>\$ 420,793</b>	

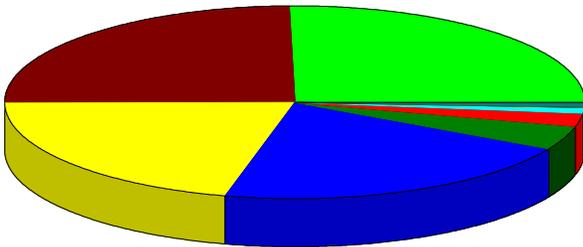
# Wentworth Community Development District

Income and Expense by Month  
January 2026



Expense Summary  
January 2026

5380000 · Stormwater Management Servi	25.37%
5410000 · Road and Street Facilities	24.89
9099000 · Reserve Allocations	21.01
5790000 · Landscaping Services	20.86
5120000 · Executive	4.07
5130000 · Financial and Administrative	2.32
5190000 · Other General Government Serv.	1.03
5133400 · Other Contractual Services	0.26
5134100 · Communications & Freight Serv.	0.18
<b>Total</b>	<b>\$122,393.37</b>



By Account

# Wentworth Estates

Community Development District

*Financial Statements*  
*February 28, 2026*

*JPWard and Associates, LLC*  
*2301 N.E. 37<sup>th</sup> Street*  
Fort Lauderdale, Florida 33308  
Phone: (954) 658-4900

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**Wentworth Estates Community Development District**  
**Balance Sheet**  
**for the Period Ending February 28, 2026**

	Governmental Funds		Account Groups		Totals (Memorandum Only)
	General Fund	Debt Service Fund Series 2021	General Long Term Debt	Fixed Assets	
<b>Assets</b>					
<b>Cash and Investments</b>					
<b>General Fund</b>					
Truist Checking Account	\$ 413,114	\$ -	\$ -	\$ -	\$ 413,114
FMIT - Investment Account	1,582,328	-	-	-	1,582,328
<b>Debt Service Fund</b>					
Revenue Account	-	1,786,839	-	-	1,786,839
<b>Accounts Receivable</b>					
	-	-	-	-	-
<b>Due from Other Funds</b>					
General Fund	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-
<b>Amount Available in Debt Service Funds</b>					
	-	-	1,786,839	-	1,786,839
<b>Amount to be Provided by Debt Service Funds</b>					
	-	-	15,674,161	-	15,674,161
<b>Investment in General Fixed Assets (net of depreciation)</b>					
	-	-	-	29,495,446	29,495,446
<b>Total Assets</b>	<b>\$ 1,995,442</b>	<b>\$ 1,786,839</b>	<b>\$ 17,461,000</b>	<b>\$ 29,495,446</b>	<b>\$ 50,738,727</b>
<b>Liabilities</b>					
<b>Accounts Payable</b>					
	-	-	-	-	-
<b>Due to Other Funds</b>					
General Fund	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-
<b>Bonds Payable</b>					
Current Portion (Due within 12 months)	-	-	1,298,000	-	1,298,000
Long Term	-	-	16,163,000	-	16,163,000
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,461,000</b>	<b>\$ -</b>	<b>\$ 17,461,000</b>
<b>Fund Equity and Other Credits</b>					
<b>Investment in General Fixed Assets</b>					
	-	-	-	29,495,446	29,495,446
<b>Fund Balance</b>					
<b>Restricted</b>					
Beginning: October 1, 2025 (Unaudited)	-	385,521	-	-	385,521
Results from Current Operations	-	1,401,318	-	-	1,401,318
<b>Unassigned</b>					
Beginning: October 1, 2025 (Unaudited)	887,130	-	-	-	887,130
Fund Additions/(Expenditures)	129,860	-	-	-	129,860
Results from Current Operations	978,452	-	-	-	978,452
<b>Total Fund Equity and Other Credits</b>	<b>\$ 1,995,442</b>	<b>\$ 1,786,839</b>	<b>\$ -</b>	<b>\$ 29,495,446</b>	<b>\$ 33,277,727</b>
<b>Total Liabilities, Fund Equity and Other Credits</b>	<b>\$ 1,995,442</b>	<b>\$ 1,786,839</b>	<b>\$ 17,461,000</b>	<b>\$ 29,495,446</b>	<b>\$ 50,738,727</b>

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2026**

Description	February	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
<b>Carryforward</b>	\$ -	-	\$ -	
<b>Interest</b>				
Interest - FMIT	4,781	13,397	-	0%
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	68,866	1,992,788	2,192,934	91%
<b>Other Fees and Charges</b>				
Discounts for Early Payment	-	-	(87,717)	0%
<b>Total Revenue and Other Sources:</b>	<b>\$ 73,646</b>	<b>2,006,185</b>	<b>\$ 2,105,217</b>	<b>95%</b>
<b>Expenditures and Other Uses</b>				
<b>Legislative</b>				
Board of Supervisor's - Fees	-	1,800	6,000	30%
<b>Executive</b>				
Professional Management	4,988	24,938	59,850	42%
<b>Financial and Administrative</b>				
Audit Services	-	5,700	5,700	100%
Accounting Services	1,750	8,750	21,000	42%
Assessment Roll Services	1,094	5,469	13,125	42%
Arbitrage Rebate Services	-	-	500	0%
<b>Other Contractual Services</b>				
Legal Advertising	-	-	2,900	0%
Trustee Services	-	-	4,041	0%
Property Appraiser/Tax Collector Fees	-	29,194	11,800	247%
Bank Service Charges	14	104	250	42%
<b>Communications &amp; Freight Services</b>				
Postage, Freight & Messenger	-	301	750	40%
Website Development	1,200	1,200	2,400	50%
<b>Insurance</b>	-	75,679	73,966	102%
<b>Printing &amp; Binding</b>	-	-	1,000	0%
<b>Subscription &amp; Memberships</b>	-	175	175	100%
<b>Rentals</b>	120	120	176	68%
<b>Legal Services</b>				
Legal - General Counsel	395	1,370	10,000	14%
<b>Other General Government Services</b>				
Engineering Services - General	-	1,372	10,000	14%
<b>Sub-Total:</b>	<b>9,560</b>	<b>156,170</b>	<b>223,633</b>	<b>70%</b>

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2026**

Description	February	Year to Date	Total Annual Budget	% of Budget
<b>Community Wide Irrigation System</b>				
Consumptive Use Permit Monitoring	4,800	12,800	20,160	63%
<b>Stormwater Management Services</b>				
<b>Professional Services</b>				
Asset Management	1,062	14,744	50,000	29%
Mitigation Monitoring	-	-	4,800	0%
<b>Utility Services</b>				
Electric - Aeration System	381	2,676	-	0%
<b>Repairs &amp; Maintenance</b>				
<b>Lake &amp; Wetland System</b>				
Aquatic Weed Control	11,253	56,264	87,000	65%
Lake Bank Maintenance	-	1,885	2,000	94%
Water Quality Testing	-	4,350	14,500	30%
Water Control Structures	-	-	34,000	0%
Aeration System	2,946	9,537	2,496	382%
Midge Fly Treatment	-	716	10,000	7%
Cane Toad Removal	3,130	24,480	36,000	68%
<b>Preserves/Wetland System</b>				
Routine Maintenance	-	-	48,000	0%
Preserve Trail Material	-	-	2,000	0%
Contingencies	-	-	11,800	0%
<b>Capital Outlay</b>				
Littoral Shelf Planting	-	-	10,000	0%
Lake Bank Restoration	-	-	81,250	0%
Stormwater Drainage Pipes	-	-	35,000	0%
Fountain/Aerators	-	-	30,000	0%
<b>Road and Street Services</b>				
<b>Professional Management</b>				
Asset Management	4,847	12,476	30,000	42%
<b>Utility Services</b>				
<b>Electric</b>				
Southwest Blvd Street Lights	39	186	440	42%
Entrance/Fountain Landscape/Street Lights	812	3,824	8,221	47%
Entrance Bridge - Lights	364	1,935	3,515	55%

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2026**

Description	February	Year to Date	Total Annual Budget	% of Budget
<b>Repairs and Maintenance</b>				
<b>Treviso Bay Blvd &amp; Bridge</b>				
Sidewalk Repairs	-	-	1,000	0%
Striping & Pavement Marking	-	9,550	3,700	258%
Bridge Repairs	-	20,833	8,000	260%
Brick Paver Repairs	-	-	3,000	0%
<b>Entry Monument</b>				
Pressure Washing, Cleaning & Painting	-	1,170	5,000	23%
Electrical Equipment	1,365	47,462	35,000	136%
Fence for Access Road	-	-	15,000	0%
Miscellaneous Repairs	2,370	9,902	8,000	124%
<b>Southwest Boulevard</b>				
Street Lighting	-	-	3,000	0%
<b>Contingencies</b>				
	-	-	4,085	0%
<b>Capital Outlay</b>				
Roadway and Bridge	-	95,904	191,250	50%
<b>Sub-Total:</b>	<b>33,367</b>	<b>330,693</b>	<b>798,217</b>	<b>41%</b>
<b>Landscaping Services</b>				
<b>Professional Management</b>				
Asset Management	3,944	14,022	40,000	35%
<b>Utility Services</b>				
Electric - Landscape Lighting	33	149	349	43%
Electric - Irrigation System	90	373	1,082	34%
Potable Water - Fountain	2,735	6,158	5,000	123%
<b>Repairs &amp; Maintenance</b>				
<b>Public Area Landscaping</b>				
Treviso Bay Blvd - Entrance	11,002	55,011	173,910	32%
Southwest Boulevard	2,783	37,191	42,000	89%
Irrigation System	-	11,459	8,000	143%
Aeration and Top Dress	-	-	65,000	0%
Plant Replacement and Annuals	576	17,814	54,000	33%
Tree Trimming	-	20,310	26,250	77%
Fountains	8,364	18,472	25,000	74%
Annual Holiday Decorations	-	42,000	42,000	100%
Mulch	-	9,417	19,451	48%

**Wentworth Estates Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2026**

Description	February	Year to Date	Total Annual Budget	% of Budget
<b>Contingencies</b>	-	159	34,171	0%
<b>Capital Outlay</b>				
Treviso Bay Blvd/US 41 Buffer - Landscaping	-	89,111	100,000	89%
Treviso Bay Blvd/US 41 Buffer - Lighting	-	420	10,000	4%
Diamond Brite/Replace Foun Tile	-	88,228	81,000	109%
Contingencies/CEI Services	1,125	2,000	47,750	4%
<b>Sub-Total:</b>	<b>30,651</b>	<b>412,295</b>	<b>774,963</b>	<b>53%</b>
<b>Reserve Allocations</b>				
Extraordinary Capital/Operations	25,715	128,575	308,580	42%
<b>Sub-Total:</b>	<b>25,715</b>	<b>128,575</b>	<b>308,580</b>	<b>42%</b>
<b>Total Expenditures and Other Uses:</b>	<b>\$ 99,293</b>	<b>1,027,732</b>	<b>\$ 2,105,393</b>	<b>49%</b>
Net Increase/ (Decrease) in Fund Balance	(25,646)	978,452	(176)	
Fund Balance - Beginning	1,995,373	887,130	887,130	
Extraordinary Capital/Operations Reserve	25,715	129,860	308,580	
<b>Fund Balance - Ending</b>	<b>\$ 1,995,442</b>	<b>\$ 1,995,442</b>	<b>\$ 1,195,534</b>	

**Wentworth Estates Community Development District**  
**Debt Service Fund - Series 2021 Bonds**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Through February 28, 2026**

Description	February	Year to Date	Total Annual Budget	% of Budget
<b>Revenue and Other Sources</b>				
Carryforward	\$ -	\$ -	\$ -	
<b>Interest Income</b>				
Revenue Account	5,035	12,518	44,522	28%
<b>Special Assessment Revenue</b>				
Special Assessments - On-Roll	54,528	1,577,876	1,783,584	88%
<b>Other Fees and Charges</b>				
Discounts/Fees and Charges	-	-	(116,683)	0%
Intragovernmental Transfers In	-	-	-	0%
<b>Total Revenue and Other Sources:</b>	<b>\$ 59,563</b>	<b>\$ 1,590,394</b>	<b>\$ 1,711,423</b>	<b>93%</b>
<b>Expenditures and Other Uses</b>				
<b>Debt Service</b>				
<b>Principal Debt Service - Mandatory</b>				
Series 2021 Bonds	-	-	1,298,000	0%
<b>Interest Expense</b>				
Series 2021 Bonds	-	189,076	378,151	50%
Intragovernmental Transfers Out	-	-	-	0%
<b>Total Expenditures and Other Uses:</b>	<b>\$ -</b>	<b>\$ 189,076</b>	<b>\$ 1,676,151</b>	<b>11%</b>
Net Increase/ (Decrease) in Fund Balance	59,563	1,401,318	35,272	
Fund Balance - Beginning	1,727,276	385,521	385,521	
<b>Fund Balance - Ending</b>	<b>\$ 1,786,839</b>	<b>\$ 1,786,839</b>	<b>\$ 420,793</b>	

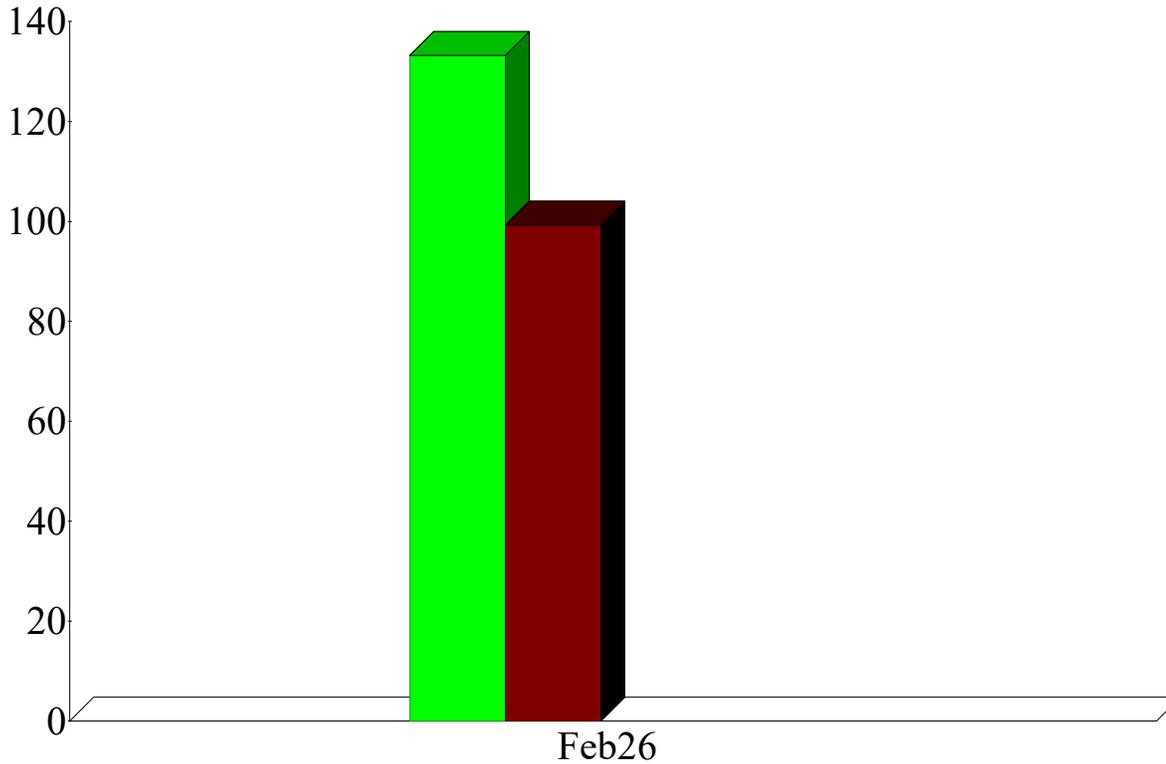
# Wentworth Estates Community Development District

## Income and Expense by Month

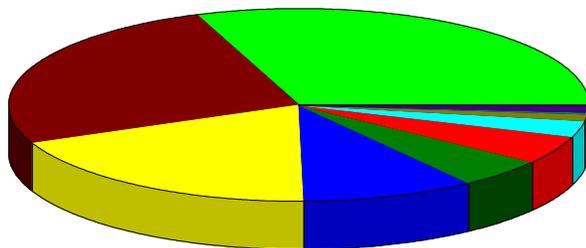
February 2026



\$ in 1,000's



### Expense Summary February 2026



5790000 · Landscaping Services	30.87%
9099000 · Reserve Allocations	25.90
5380000 · Stormwater Management	18.90
5410000 · Road and Street Facilities	9.87
5120000 · Executive	5.02
5370000 · Community Wide Irrigation	4.83
5130000 · Financial and Administrative	2.86
5134100 · Communications & Franchise	1.21
5140000 · Legal Services	0.40
5134400 · Rentals & Leases	0.12
5133400 · Other Contractual Services	0.01
<b>Total</b>	<b>\$99,292.70</b>

By Account