

*Water Tank Road
Community Development District*

Meeting Agenda

April 24, 2024

AGENDA

Water Tank Road

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

April 17, 2024

Board of Supervisors

Water Tank Road Community Development District

Dear Board Members:

A Landowners' Meeting and a Board Meeting of the Board of Supervisors of the **Water Tank Road Community Development District** will be held on **Wednesday, April 24, 2024 at 9:15 AM at 346 E. Central Ave., Winter Haven, Florida 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/89334406269>

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

Meeting ID: 893 3440 6269

Following is the advance agenda for the meeting:

Landowners' Meeting

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purpose of Conducting the Landowners' Meeting
4. Nominations for the Position of Supervisor
5. Casting of Ballots
6. Ballot Tabulation
7. Landowner's Questions and Comments
8. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Board Members

¹ Comments will be limited to three (3) minutes

- B. Consideration of Resolution 2024-34 Canvassing and Certifying the Results of the Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2024-35 Electing Officers
- 4. Approval of Minutes of the March 12, 2024 Organizational Meeting
- 5. Consideration of Resolution 2024-33 Rescinding and Replacing Resolution 2024-26 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings
- 6. Public Hearings
 - A. Public Hearing on the Imposition of Special Assessments
 - i. Affidavit of Published Notice of Hearing
 - ii. Revised Mailed Notice Sent to Landowners
 - iii. Presentation of Engineer's Report
 - iv. Presentation of Master Assessment Methodology
 - v. Consideration of Resolution 2024-36 Levying Special Assessments
 - B. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments
 - i. Consideration of Resolution 2024-37 Expressing the District's Intent to Utilize the Uniform Method of Collection
 - C. Public Hearing on the Adoption of District Rules of Procedure
 - i. Consideration of Resolution 2024-38 Adopting Rules of Procedure for the District
- 7. Review and Ranking of Proposals for District Engineering Services and Selection of District Engineer
- 8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Presentation of Number of Registered Voters—0
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

Landowners' Meeting

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Wednesday, April 24, 2024**

TIME: **9:15 AM**

LOCATION: **346 E. Central Ave., Winter Haven, Florida 33880**

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

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

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

Five (5) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The three candidates receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

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

**Board of
Supervisors
Meeting**

SECTION III

SECTION B

RESOLUTION 2024-34

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNER’S ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within ninety (90) days of the District’s creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting, the Minutes of which shall be attached hereto as **Exhibit A** upon approval thereof, was held on April 24, 2024, immediately prior to the meeting of the District’s Board of Supervisors, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

SEAT NUMBER	NAME OF SUPERVISOR	NUMBER OF VOTES
Seat 1		
Seat 2		
Seat 3		
Seat 4		
Seat 5		

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named persons are declared to have been elected for the following terms of office:

SEAT NUMBER	NAME OF SUPERVISOR	TERM OF OFFICE
Seat 1		- Year Term
Seat 2		- Year Term
Seat 3		- Year Term
Seat 4		- Year Term
Seat 5		- Year Term

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of April 2024.

ATTEST:

**WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson
Board of Supervisors

Exhibit A: Minutes of Landowner Meeting and Election

SECTION D

RESOLUTION 2024-35

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	<u>Jill Burns</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	<u>George Flint</u>

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

PASSED AND ADOPTED this 24th day of April 2024.

ATTEST:

WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
WATER TANK ROAD
COMMUNITY DEVELOPMENT DISTRICT**

The Organizational meeting of the Board of Supervisors of the Water Tank Road Community Development District was held Tuesday, **March 12, 2024** at 1:15 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk *by Zoom*
Daniel Arnette
Lindsey Roden
Jessica Petrucci

Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Lauren Gentry
Rey Malave *by Zoom*
Chace Arrington *by Zoom*
Ashton Bligh *by Zoom*
Bob Gang *by Zoom*

District Manager, GMS
District Counsel, Kilinski Van Wyk Law
Interim District Engineer, Dewberry
Interim District Engineer, Dewberry
Bond Counsel, Greenberg Traurig
Bond Counsel, Greenberg Traurig

FIRST ORDER OF BUSINESS

Introduction

A. Call to Order

Ms. Burns called the meeting to order and called the roll. Three Board members were present constituting a quorum and one Board member joining via Zoom.

B. Public Comment Period

Ms. Burns stated that they just have the Board members and staff at the meeting. There are no members of the public to provide comment.

C. Oath of Office

**Lauren Schwenk joined the meeting in person at this time for the oath.*

Ms. Burns stated that there were five initial Board members named in the petition and that is who will be the initial Board members until they hold a Landowners' Election. Ms. Burns swore in Mr. Daniel Arnette, Ms. Lindsey Roden, Ms. Jessica Petrucci, and Ms. Lauren Schwenk.

SECOND ORDER OF BUSINESS

Organizational Matters

A. Confirmation of Notice of Meeting

B. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190

C. Election of Officers

1. Consideration of Resolution 2024-01 Appointing Officers

Ms. Burns stated that they need to elect a Chair, Vice Chair and Assistant Secretaries. She noted that they ask the Board to name her, Jill Burns, as Secretary along with George Flint in their office as an Assistant Secretary. The Board agreed for Rennie Heath to be Chairman, Lauren Schwenk to be Vice Chairman and the other three Supervisors to be Assistant Secretaries.

On MOTION by Ms. Roden, seconded by Mr. Arnette, with all in favor, Resolution 2024-01 Appointing Jill Burns as Secretary, George Flint as Assistant Secretary, Rennie Heath as Chairman, Lauren Schwenk as Vice Chairman and Daniel Arnette, Lindsey Roden, and Jessica Petrucci as Assistant Secretaries, was approved.

2. Consideration of Resolution 2024-02 Appointing Treasurer and Assistant Treasurers

Ms. Burns stated that this names George Flint in their office as Treasurer and Katie Costa and Darrin Mossing as Assistant Treasurers.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Resolution 2024-02 Appointing George Flint as Treasurer and Katie Costa and Darrin Mossing as Assistant Treasurers, was approved.

THIRD ORDER OF BUSINESS

Retention of District Staff

A. Consideration of Contract for District Management Services

1. Consideration of Resolution 2024-03 Appointing District Manager

Ms. Burns stated this resolution would appoint GMS as the District Manager for Water Tank Road CDD. She noted that their standard form of agreement is included as well and is consistent with all their other Districts they have done in the past year. She was happy to answer any questions on any of the fees that are listed on Exhibit A.

On MOTION by Ms. Petrucci, seconded by Mr. Arnette, with all in favor, Resolution 2024-03 Appointing GMS as District Manager, was approved.

B. Consideration of Contract for District Counsel Services

1. Consideration of Resolution 2024-04 Appointing District Counsel

Ms. Burns stated this resolution would appoint Kilinski | Van Wyk PLLC as their District Counsel. Ms. Lauren Gentry was happy to answer any questions. Their agreement is included in the agenda packet for review. Ms. Gentry explained that this was their standard form.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-04 Appointing Kilinski | Van Wyk PLLC as District Counsel, was approved.

C. Consideration of Resolution 2024-05 Selection of Registered Agent and Office

Ms. Burns stated this resolution names her, Jill Burns, as the Registered Agent and her office in Orlando.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-05 Selection of Registered Agent and Office, was approved.

D. Consideration of Resolution 2024-06 Appointing Interim District Engineer

Ms. Burns stated this resolution would name Dewberry Engineers, Inc. as their Interim District Engineer. Ray Malave was happy to answer any questions.

On MOTION by Ms. Petrucci, seconded by Mr. Arnette, with all in favor, Resolution 2024-06 Appointing Dewberry Engineers, Inc. as Interim District Engineer, was approved.

E. Consideration of Interim District Engineering Agreement

The Interim District Engineer Agreement is included in the agenda packet for review.

F. Request Authorization to Issue RFQ for Engineering Services

Ms. Burns stated engineering services is one of the professionals that has to go through the RFQ process where they will place an ad to solicit qualification statements. Then, they will

come back to the Board for review and rankings. The ad that will be placed pending authorization from the Board is included in the agenda packet for review.

On MOTION by Ms. Roden, seconded by Mr. Arnette, with all in favor, Authorizing Staff to Issue RFQ for Engineering Services, was approved.

FOURTH ORDER OF BUSINESS

Designation of Meetings and Hearing Dates

A. Consideration of Resolution 2024-07 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024

Ms. Burns stated the date that they have in there is the fourth Wednesday of each month at 9:15 a.m. The Board agreed with the dates, time and location as presented.

On MOTION by Ms. Petrucci, seconded by Mr. Arnette, with all in favor, Resolution 2024-07 Designation of Regular Monthly Meeting Date, Time, and Location for the Fiscal Year 2024 for the Fourth Wednesday of Each Month at 9:15 a.m. in the Same Location, was approved.

B. Consideration of Resolution 2024-08 Designation of Landowner’s Meeting Date, Time, and Location

Ms. Burns stated they need to hold a Landowners’ Election within 90 days of establishment. The proposed date would be Wednesday, April 24, 2024 at 9:15 a.m. in their current location.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Resolution 2024-08 Designation of Landowner’s Meeting for April 24, 2024 at 9:15 a.m. at same location, was approved.

C. Designation of Dates of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes

1. Consideration of Resolution 2024-09 Setting a Public Hearing to Consider the Proposed Rules of the District

A. Rules of Procedure

Ms. Burns stated Resolution 2024-09 was included in their agenda packet for review. She noted that those rules were attached. She suggested April 24, 2024 at 9:15 a.m. in their current location.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Resolution 2024-09 Setting the Public Hearing for April 24, 2024 at 9:15 a.m. in their current location, was approved.

D. Designation of Dates of Public Hearing on the Budget for Fiscal Year 2023/2024 and 2024/2025

1. Consideration of Resolution 2024-10 Setting the Public Hearing and Approving the Proposed Budget for Fiscal Year 2023/2024 and 2024/2025 Budget

Ms. Burns presented Resolution 2024-10, which is included in the agenda packet for review. She noted that they need at least 60 days to send this to the city and the county, so the proposed date is May 22, 2024 at 9:15 a.m. in their current location, which is their regular May meeting. She was happy to answer any questions.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-10 Setting the Public Hearing for May 22, 2024 at 9:15 a.m. at the same location and the Proposed Budget for Fiscal Year 2023/2024 and 2024/2025 Budget, was approved.

2. Approval of the Fiscal Year 2023/2024 and Fiscal Year 2024/2025 Developer Funding Agreements

Ms. Burns stated this was with Cassidy Land Development, LLC and that entity will agree to fund the operations and maintenance of the District based on the budget that the Board eventually approves.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, the Fiscal Year 2023/2024 and Fiscal Year 2024/2025 Developer Funding Agreements, was approved.

E. Consideration of Resolution 2024-11 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Ms. Burns stated this was the hearing they would go through so they can collect their assessments on roll when they are ready to do that. The suggested date is April 24, 2024 at 9:15 a.m. at their current location.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-11 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in Accordance with Section 197.3632, Florida Statutes for April 24, 2024 at 9:15 a.m. in the same location, was approved.

FIFTH ORDER OF BUSINESS

Other Organizational Matters

A. Consideration of Resolution 2024-12 Designating a Qualified Public Depository

Ms. Burns stated this resolution was the account they would establish for O&M funds. The suggestion was Truist, which is where they have all the accounts for all the other Districts. She was happy to answer questions.

On MOTION by Mr. Arnette, seconded by Ms. Roden, with all in favor, Resolution 2024-12 Designating Truist as Qualified Public Depository, was approved.

B. Consideration of Resolution 2024-13 Authorization of Bank Account Signatories

Ms. Burns stated this resolution authorizes the Secretary, Treasurer and Assistant Treasurer to be signers on the account. She was happy to answer any questions.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-13 Authorization of Bank Account Signatories, was approved.

C. Consideration of Resolution 2024-14 Relating to Defense of Board Members

Ms. Burns stated this resolution outlines that certain Officers and staff of the District will be provided legal support in the event that they are named in a lawsuit in relation to their duty to the District.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Resolution 2024-14 Relating to Defense of Board Members, was approved.

D. Consideration of Resolution 2024-15 Authorizing District Counsel’s Actions in Recording the Property Records of Polk County, Florida the “Notice of Establishment” in accordance with Chapter 190.0485, Florida Statutes

1. Notice of Establishment

Ms. Burns presented Resolution 2024-15 to the Board.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-15 Authorizing District Counsel’s Actions in Recording the Property Records of Polk County, Florida the Notice of Establishment in Accordance with Chapter 190.0485, Florida Statutes, was approved.

E. Consideration of Resolution 2024-16 Adopting Investment Guidelines

Ms. Burns stated Florida Statutes outlines options that are available through the District to invest funds that they have that are in excess of the amounts that they need for general operating procedures. The options available were listed in the agenda packet for review.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Resolution 2024-16 Adopting Investment Guidelines, was approved.

F. Consideration of Resolution 2024-17 Authorizing Execution of Public Depositor Report

Ms. Burns stated this resolution authorizes the District Manager or the Treasurer to sign and submit that report to the state.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-17 Authorizing Execution of Public Depositor Report, was approved.

G. Consideration of Resolution 2024-18 Designating a Policy for Public Comment

Ms. Burns stated this resolution outlines policies and procedures that allow members of the public who may attend their meetings to comment on any items that may be coming before the Board.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Resolution 2024-18 Designating a Policy for Public Comment, was approved.

H. Consideration of Resolution 2024-19 Adopting a Travel and Reimbursement Policy

Ms. Burns stated Florida Statutes establishes standard travel and reimbursement rates for their Public Officers or employees who are traveling on behalf of a public agency. That policy is attached to the resolution for review.

On MOTION by Mr. Arnette, seconded by Ms. Petrucci, with all in favor, Resolution 2024-19 Adopting a Travel and Reimbursement Policy, was approved.

I. Consideration of Resolution 2024-20 Adopting Prompt Payment Policy

Ms. Burns stated Florida Statutes requires timely payment to vendors and contractors who are providing certain events or services to the District. This policy is consistent with Florida Statutes.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Resolution 2024-20 Adopting Prompt Payment Policy, was approved.

J. Consideration of Resolution 2024-21 Adopting a Records Retention Policy

Ms. Burns stated there are two options and resolutions provided along with a memo from Ms. Gentry's firm outlining those two options. Their staff recommendation is to go with option one, which allows them to destroy records based on state guidelines rather than option two, which would require them to keep all paper for all end of time.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor Resolution 2024-21 Adopting a Records Retention Policy Option 1, was approved.

K. Consideration of Compensation to Board Members

Ms. Burns stated Board members are allowed to receive compensation for up to \$200 per meeting. All Board members agreed to receive compensation.

L. Consideration of Resolution 2024-22 Selecting District Records Office Within Polk County

Ms. Burns presented Resolution 2024-22 to the Board. The District records office will be their current location at 346 E. Central Ave., Winter Haven, Florida.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-22 Selecting District Records Office Within Polk County, was approved.

M. Consideration of Resolution 2024-23 Designating the Primary Administrative Office and Principal Headquarters of the District

Ms. Burns stated this would name the primary administrative office Ms. Burns office in Orlando and then the principal headquarters is this address 346 E. Central Ave., Winter Haven, Florida.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-23 Designating the Primary Administrative Office and Principal Headquarters of the District, was approved.

N. Consideration of Website Services Agreement

Ms. Burns stated this was from ReAlign Web Design. It's a one-time fee of \$1,750 and they will create an ADA compliant website for the District.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, the Website Services Agreement, was approved.

O. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1st for Polk County

Ms. Burns stated this is just authorizing the preparation and filing of the public facilities report when it's due.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing in Polk County, was approved.

SIXTH ORDER OF BUSINESS

Capital Improvements

A. Appointment of Financing Team

1. Consideration of Resolution 2024-24 Appointing Bond Counsel

Ms. Burns stated this resolution appoints Greenberg Traurig, P.A. as the District's Bond Counsel.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Appointing Greenberg Traurig, P.A. as Bond Counsel, was approved.

2. Consideration of Resolution 2024-25 Appointing Investment Banker

Ms. Burns stated this resolution appoints FMS Bonds as their Investment Banker and Underwriter for the future bond issuance.

On MOTION by Mr. Arnette, seconded by Ms. Petrucci, with all in favor, Appointing FMS Bonds as the Underwriter, was approved.

3. Assessment Administrator

Ms. Burns stated the fees are included in the contract the Board already approved in the GMS contract, which was approved earlier in this meeting.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Appointing GMS Bonds as Assessment Administrator, was approved.

4. Trustee

Ms. Burns presented a proposal from US Bank, which is included in the agenda package for review. She stated that they are required to designate a trustee as part of the bond validation process.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Appointing the Trustee, was approved.

B. Approval of Financing Team Funding Agreement

Ms. Burns stated this was with Cassidy Land Development, LLC.

On MOTION by Ms. Roden, seconded by Mr. Arnette, with all in favor, the Financing Team Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Financing Matters

A. Consideration of Engineer’s Report *(to be provided under separate cover)*

Mr. Malave stated they provided the Engineer’s report dated March 12. The report provides for the Water Tank Road Community Development District located within the town of Lake Hamilton. It is a total acreage of about 289 acres consisting of 1306 residential units as detailed in both of the land use table and as shown in the distribution of units. The project is proposed to be done under two phases. The total comes up to approximately \$66,375,444 broken up into two phases. The costs are based on today’s dollars, and they are adequate for the development and construction of these proposed improvements within the District.

On MOTION by Mr. Arnette, seconded by Ms. Petrucci, with all in favor, the Engineer’s Report, was approved in substantial form.

B. Consideration of Master Assessment Methodology *(to be provided under separate cover)*

Ms. Burns stated this assessment report allocates debt to properties that are going to benefit from the Capital Improvement Plan that Mr. Malave just reviewed in his report. This report will be supplemented by one or more Supplemental Assessment Methodologies based on the actual terms of the bonds when they are ready to issue those. This is setting their cap assessment level. She reviewed the tables provided in this report.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, the Master Assessment Methodology, was approved in substantial form.

C. Consideration of Resolution 2024-26 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings

Mr. Gang presented Resolution 2024-26 to the Board. This is authorizing the issuance of not to exceed \$87,370,000 aggregate principal amount of Water Tank Road Community Development District Special Assessment Bonds. He explained that this was the initial step to validating and ultimately issuing their bonds.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-26 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings, was approved.

D. Consideration of Resolution 2024-27 Declaring Special Assessments and Approval of Assessment Methodology and Setting Public Hearing for Special Assessments

Ms. Burns stated this resolution will kick off their assessment process. The Board will come back and hold a public hearing to levy those assessments. The date is April 24, 2024 at 9:15 a.m. at this location.

Ms. Gentry also stated this resolution kicks off their Master Assessment process. She explained that it does make preliminary findings that the benefits from the improvements will accrue to the property improved, the amount of those benefits will exceed the amount of the Assessments, and the Assessments are fairly and reasonably allocated. This resolution refers back to the Engineer’s report and assessment report that the Board just approved. She noted that Sections 4A and 4B will be filled in with the corresponding numbers from those reports. Section 4A will have the total cost of the improvements, which is \$66,375,444. Section 4B will be filled in with the total estimated par amount of \$87,370,000. She was happy to answer any questions.

On MOTION by Ms. Petrucci, seconded by Ms. Roden, with all in favor, Resolution 2024-27 Declaring Special Assessments and Approval of Assessment Methodology and Setting Public Hearing

D. Consideration of Resolution 2024-31 Authorizing the Use of Electronic Documents and Signatures

Ms. Burns stated this resolution will allow the District to utilize something like DocuSign to execute the majority of the District's documents.

On MOTION by Ms. Roden, seconded by Mr. Arnette, with all in favor, Resolution 2024-31 Authorizing the Use of Electronic Documents and Signatures, was approved.

E. Consideration of Resolution 2024-32 Adopting an Internal Controls Policy

Ms. Burns stated Florida Statutes requires that a District establish internal controls that are designed to prevent fraud, waste or abuse and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Resolution 2024-32 Adopting an Internal Controls Policy, was approved.

F. Approval of Funding Request No. 1

Ms. Burns stated this was the initial amount to open the District's bank account and also fund all of those public hearing notices and everything that they have as well as procure insurance for the District.

On MOTION by Ms. Roden, seconded by Ms. Petrucci, with all in favor, Funding Request No. 1, was approved.

G. Staff Reports

i. Attorney

a) E-Verify Memorandum

Ms. Gentry had nothing to report to the Board.

ii. Manager

There being no comments, the next item followed.

H. Supervisor's Requests

There being no requests, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked the Board for adjournment.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION NO. 2024-33

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$87,525,000 AGGREGATE PRINCIPAL AMOUNT OF WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES TO PAY ALL OR A PORTION OF THE COSTS OF THE PLANNING, FINANCING, CONSTRUCTION AND/OR ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO ENTRY FEATURES AND SIGNAGE, STORMWATER MANAGEMENT FACILITIES, WATER AND SEWER FACILITIES, STREETLIGHTING, PARKS AND RECREATION FACILITIES AND ROAD CONSTRUCTION, AND ASSOCIATED PROFESSIONAL FEES AND INCIDENTAL COSTS RELATED THERETO PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; APPOINTING A TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT, POLK COUNTY, FLORIDA, TOWN OF LAKE HAMILTON, FLORIDA, OR THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE IMPROVEMENTS AND SUBJECT TO ASSESSMENT; REPEALING RESOLUTION NO. 2024-26 ADOPTED MARCH 12, 2024; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Water Tank Road Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. O-24-05 enacted by the Town Commission of the Town of Lake Hamilton, Florida (the "Town"), which became effective on March 5, 2024; and

WHEREAS, the District is located entirely within the Town; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the planning, financing, construction and/or acquisition of public infrastructure improvements including, but not limited to entry features and signage, stormwater facilities, water

and sewer facilities, recreation facilities, street lighting and road construction, offsite improvements and associated professional fees and incidental costs related thereto pursuant to the Act (the "Project"), as set forth in **Schedule I** attached hereto; and

WHEREAS, on March 12, 2024, the Board of Supervisors (the "Board") of the District adopted Resolution No. 2024-26 (the "Prior Resolution") authorizing the issuance of not exceeding \$87,370,000 aggregate principal amount of the District's special assessment bonds, in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Project; and

WHEREAS, as a result of certain increases to costs of construction and financing the provisions of the documents approved pursuant to, and in connection with the Prior Resolution no longer accurately reflect the proposed financing; and

WHEREAS, the Board hereby wishes to repeal the Prior Resolution and authorize the issuance of its Bonds (as defined herein);

WHEREAS, the District desires to authorize the issuance, in one or more series, of not to exceed \$87,525,000 aggregate principal amount of its Water Tank Road Community Development District Special Assessment Bonds (collectively, the "Bonds"), in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Project; and

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the improvements serving District lands; and

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically the Act, to issue the Bonds; and

WHEREAS, the District desires to appoint a trustee for the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by Water Tank Road Community Development District, as follows:

Section 1. Definitions. Capitalized terms used herein without definitions shall have the meanings assigned thereto in the Indenture as defined and described in Section 5 hereof, the form of which is set out as Exhibit A attached hereto, unless the context otherwise clearly requires.

Section 2. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed \$87,525,000 aggregate principal amount of the Bonds (excluding any refunding Bonds issued as provided in the Indenture) in one or more series to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project. Pursuant to Section 190.016(1), Florida Statutes, the Bonds may be issued and

delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 3. Certain Details of the Bonds. The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, Polk County, Florida (the "County"), the Town or the State of Florida (the "State"), or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds, including Special Assessments levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the County, the Town or the State, nor of any political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series to be in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of all series of Bonds (excluding refunding Bonds, as described in the Indenture) issued may not exceed \$87,525,000;

(ii) be issued in fully registered form in such principal denominations of \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof;

(iii) be secured and payable from the Pledged Revenues, as provided in the Indenture and any supplement thereto (a "Supplemental Indenture") and the resolution of the District relating to such series of Bonds;

(iv) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds;

(v) be payable in not more than the maximum number of annual installments allowed by law (currently thirty (30) annual installments of principal); and

(vi) be dated as provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary

redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to, as supplemented from time to time, or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture and a Supplemental Indenture.

Prior to the issuance and delivery of any series of Bonds (other than refunding Bonds), the District shall have undertaken and, to the extent then required under applicable law and the Supplemental Indenture for a particular series, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170 and 190, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 4. Designation of Attesting Members. The Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the Secretary's absence or inability to act, any Assistant Secretary of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 5. Authorization of Execution and Delivery of Master Trust Indenture. The District does hereby authorize and approve the execution by the Chair, Vice-Chair or any Designated Member and the delivery of a Master Trust Indenture (the "Indenture") for the Bonds, between the District and the trustee appointed pursuant to Section 7 of this resolution (the "Trustee"). The Indenture shall provide, among other things, for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form attached hereto as Exhibit A and is hereby approved, with such changes therein as shall be approved by the Chair, Vice Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto.

Section 6. Sale of Bonds. Pursuant to the provisions of Section 190.016(1), Florida Statutes, the Bonds may be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, after such advertisement, if any, as the Board may deem advisable but not in any event at less than ninety percent (90%) of the par value thereof, together with accrued interest thereon, unless otherwise permitted by the Act.

Section 7. Appointment of Trustee. The District does hereby appoint U.S. Bank Trust Company, National Association, as Trustee under the Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

Section 8. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Tenth

Judicial Circuit of the State of Florida, in and for Polk County, Florida, for validation of the Bonds and the proceedings incident thereto to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chair or Vice-Chair or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's financial advisor are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 9. Authorization and Ratification of Prior and Subsequent Acts. The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution and the Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 10. Repeal Prior Resolution. The Prior Resolution is hereby repealed in its entirety and replaced by the provisions of this Resolution.

Section 11. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series fixing the details of such series of Bonds remaining to be specified or delegating to a Designated Member the authority to fix such details.

Section 112. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 123. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

Section 134. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

[SIGNATURE PAGE FOLLOWS]

PASSED in Public Session of the Board of Supervisors of Water Tank Road Community Development District this 24th day of April, 2024.

Attest:

**WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary, Board of Supervisors

Chair, Board of Supervisors

SCHEDULE I
DESCRIPTION OF THE PROJECT
AND SUMMARY OF OPINION OF PROBABLE COSTS

The Project includes the planning, financing, acquisition, construction, reconstruction, equipping and installation of the following public infrastructure improvements and associated professional fees and incidental costs related thereto pursuant to Chapter 190, Florida Statutes, as amended, including, without limitation, the items listed below, all of which is described in more detail in the Engineer's Report prepared for the Board of Supervisors Water Tank Road Community Development District, dated March 12, 2024, prepared by Dewberry Engineers, Inc.:

Estimated Construction	PHASE 1		PHASE 2		PHASE 3		TOTAL
	2025-2027		2026-2028		2027-2029		
Lot Type	40'	50'	40'	50'	40'	50'	
# of Lots	369	213	253	163	178	130	1306
Offsite Improvements (1)(5)(7)(10)	\$1,615,482	\$932,514	\$1,107,634	\$713,614	\$779,284	\$569,140	\$5,717,668
Stormwater Management (1)(2)(3)(5)(6)(7)(10)	\$5,449,171	\$3,145,456	\$3,736,152	\$2,407,086	\$2,628,597	\$1,919,762	\$19,286,224
Utilities (Water, Sewer, & Reuse) (1)(5)(7)(9)(10)	\$4,885,176	\$2,819,898	\$3,349,457	\$2,157,950	\$2,356,535	\$1,721,065	\$17,290,082
Roadway (1)(4)(5)(7)(10)	\$2,434,957	\$1,405,544	\$1,689,496	\$1,075,604	\$1,174,586	\$857,844	\$8,618,033
Entry Feature (1)(7)(8)(9)(10)	\$300,000	\$250,000	\$50,000	\$50,000	\$50,001	\$50,002	\$750,003
Parks and Amenities (1)(7)(10)	\$930,618	\$537,186	\$638,066	\$411,086	\$448,916	\$327,860	\$3,293,732
SUBTOTAL CONSTRUCTION	\$15,615,404	\$9,090,599	\$10,550,805	\$6,815,341	\$7,437,919	\$5,445,673	\$54,955,742
General Consulting (Engr & Legal) @ 10%	\$1,561,540.40	\$909,059.91	\$1,055,080.55	\$681,534.11	\$743,791.95	\$544,567.28	\$5,495,574
Contingency @ 10%	\$1,717,694.44	\$999,965.90	\$1,160,588.60	\$749,687.52	\$818,171.14	\$599,024.01	\$6,045,132
TOTAL	\$18,894,638.89	\$10,999,624.89	\$12,766,474.63	\$8,246,562.71	\$8,999,882.57	\$6,589,264.09	\$66,496,448

Notes:

- (1) District to be constructed as three (3) phases.
- (2) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
- (3) Excludes grading of each lot in conjunction with home construction, which will be provided by homebuilder.
- (4) Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- (5) Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- (6) Includes subdivision infrastructure and civil/site engineering.
- (7) Stormwater does not include grading associated with building pads.
- (8) Estimates are based on 2024 cost.
- (9) Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- (10) CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the cost of undergrounding.
- (11) Estimates based on 1306 lots.
- (12) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

EXHIBIT A
FORM OF MASTER TRUST INDENTURE

MASTER TRUST INDENTURE

between

**WATER TANK ROAD
COMMUNITY DEVELOPMENT DISTRICT**
and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

Dated as of [_____] 1, 2024

relating to

**WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS**

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- EXHIBIT A- Legal Description of the District
- EXHIBIT B- Description of the Project
- EXHIBIT C- Form of Bond
- EXHIBIT D- Form of Requisition

THIS **MASTER TRUST INDENTURE**, dated as of [_____] 1, 2024 (the "Master Indenture"), by and between **WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT** (together with its permitted successors and assigns, the "Issuer"), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office in Fort Lauderdale, Florida (said national banking association and any bank or trust company becoming successor trustee under this Master Indenture and all Supplemental Indentures (as hereinafter defined) being hereinafter referred to as the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") created pursuant to Ordinance No. O-24-05 enacted by the Town Council of the Town of Lake Hamilton, Florida (the "Town"), which became effective on March 5, 2024, for the purposes of delivering community development services and facilities to property to be served by the District (as defined below); and

WHEREAS, the premises governed by the Issuer (as further described in Exhibit A hereto, the "District" or "District Lands") currently consist of approximately 289 gross acres of land located entirely within the Town; and

WHEREAS, the Issuer has determined to undertake, in one or more stages, the planning, financing, construction and/or acquisition of public infrastructure improvements including, but not limited to offsite improvements, stormwater management, utilities (including water, sewer and reuse), street lighting, roadways, entry feature and signage, parks and amenities and associated professional fees and incidental costs related thereto pursuant to the Act, for the special benefit of the District Lands (as further described in Exhibit B hereto, the "Project"); and

WHEREAS, the Issuer proposes to finance or refinance, as the case may be, the costs of the Project by the issuance of one or more series of bonds pursuant to this Master Indenture;

NOW, THEREFORE, THIS MASTER INDENTURE WITNESSETH, that to provide for the issuance of Bonds (as hereinafter defined) under this Master Indenture, as supplemented from time to time by one or more Supplemental Indentures (as hereinafter defined), the security and payment of the principal, redemption or purchase price thereof (as the case may be) and interest thereon, any reimbursement due to a Credit Facility Issuer (hereinafter defined), if any, for any drawing on its Credit Facility (hereinafter defined), as required under the terms of the corresponding Credit Facility Agreement (hereinafter defined), the rights of the Owners of the Bonds of a Series (as hereinafter defined) and the performance and observance of all of the covenants contained herein and in said Bonds and in any Credit Facility Agreement for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Bonds of a Series by the Owners thereof, from time to time, the issuance by any Credit Facility Issuer of its Credit Facility, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer hereby assigns, transfers, sets

over and pledges to the Trustee and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on Bonds of a Series issued hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

ARTICLE I DEFINITIONS

In this Master Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the context otherwise requires) terms defined in the recitals hereto shall have the same meaning throughout this Master Indenture and all Supplemental Indentures, and in addition, the following terms shall have the meanings specified below:

"Account" shall mean any account or subaccount established therein pursuant to this Master Indenture and all Supplemental Indentures.

"Acquisition Agreement" shall mean one or more improvement acquisition agreements between the Issuer and the Landowner, pursuant to which the Landowner agrees to provide, design, construct and sell to the Issuer, and the Issuer agrees to purchase from the Landowner, all or a portion of a Project.

"Acquisition and Construction Fund" shall mean the Fund so designated and established pursuant to Section 5.01 hereof.

"Act" shall mean the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended from time to time, and any successor statute thereto.

"Annual Budget" shall mean the Issuer's budget of current operating and maintenance expenses for the Project for a Fiscal Year, as the same may be amended from time to time, adopted in accordance with the provisions hereof.

"Arbitrage Certificate" shall mean the certificate of the Issuer delivered at the time of issuance of a Series of Bonds setting forth the expectations of the Issuer with respect to the use of the proceeds of such Series and also containing certain covenants of the Issuer in order to achieve compliance with the Code relating to the tax-status of the Bonds.

"Authenticating Agent" shall mean the agent so described in, and appointed pursuant to, Section 2.03 of this Master Indenture.

"Authorized Denomination" shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, \$5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of \$100,000 and any integral multiple of \$5,000 in excess thereof, and thereafter, in denominations of \$5,000 or any integral multiple thereof.

"Authorized Newspaper" shall mean a newspaper printed in English and customarily published at least once a day at least five days a week and generally circulated in New York, New York, or such other cities as the Issuer from time to time may determine by written notice provided to the Trustee. When successive publications in an Authorized Newspaper are required, they may be made in the same or different Authorized Newspapers.

"Beneficial Owner" shall mean the actual owner of Bonds while the Bonds are registered in the name of Cede & Co., as the nominee of DTC. The Trustee is authorized to recognize the Beneficial Owners of a Series of Bonds for purposes of approvals, consents or other actions taken hereunder or under a Supplemental Indenture if beneficial ownership is proven to the satisfaction of the Trustee.

"Board" shall mean the Board of Supervisors of the Issuer.

"Bond Counsel" shall mean Counsel of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions.

"Bondholder," "Holder of Bonds," "Holder," or "Owner" or any similar term shall mean any Person or Persons who shall be the registered owner of any Outstanding Bond or Bonds, as evidenced on the Bond Register of the Issuer kept by the Registrar.

"Bond Redemption Fund" shall mean the Fund so designated which is established pursuant to Section 6.06 hereof.

"Bond Register" shall have the meaning specified in Section 2.04 of this Master Indenture.

"Bonds" shall mean the Water Tank Road Community Development District Special Assessment Bonds, issued in one or more Series pursuant to the provisions of this Master Indenture and one or more Supplemental Indentures, and Bonds subsequently issued to refund all or a portion of such aforementioned Bonds.

"Business Day" shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the designated corporate office of the Trustee, the Registrar or any Paying Agent is closed, or any day on which the payment system of the U.S. Federal Reserve is not operational.

"Certified Public Accountant" shall mean a Person, who shall be Independent, appointed by the Board, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

"Certified Resolution" or "Certified Resolution of the Issuer" shall mean a copy of one or more resolutions certified by the Secretary or an Assistant Secretary of the Issuer, under its seal, to have been duly adopted by the Board and to be in full force and effect as of the date of such certification.

"Code" shall mean the Internal Revenue Code of 1986, as amended and the applicable United States Treasury Department regulations promulgated thereunder.

"Completion Date" shall have the meaning given to such term in Section 5.01 of this Master Indenture.

"Consultant" shall mean a Person, who shall be Independent, appointed by the Board, qualified to pass upon questions relating to municipal entities and having a favorable reputation for skill and experience in the financial affairs of municipal entities.

"Consultant's Certificate" shall mean a certificate or a report prepared in accordance with then applicable professional standards duly executed by a Consultant.

"Consulting Engineer" shall mean the Independent engineer or engineering firm or corporation at the time employed by the Issuer under the provisions of Section 9.21 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the Issuer may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

"Continuing Disclosure Agreement" shall mean a Continuing Disclosure Agreement, by and among the Issuer, the dissemination agent named therein and any Landowner that is the owner of at least twenty percent (20%) of the District Lands which have been determined by the Issuer to be lands benefited by the Project or portion thereof financed with the proceeds of a Series of Bonds or are responsible for payment of at least twenty percent (20%) of the Special Assessments levied and collected on all or a portion of the District Lands with respect to the Project or portion thereof financed by such Series of Bonds, and any other obligated person(s) under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

"Cost" or "Costs," in connection with the Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

- (a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of the Project;
- (b) cost of surveys, estimates, plans, and specifications;
- (c) cost of improvements;
- (d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;
- (e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer and permits and licenses obtained by the Issuer);

- (f) cost of all lands, properties, rights, easements, and franchises acquired;
- (g) financing charges;
- (h) creation of initial reserve and debt service funds;
- (i) working capital;
- (j) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine and as approved by Bond Counsel;
- (k) the cost of issuance of Bonds, including, without limitation, advertisements and printing;
- (l) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;
- (m) the discount, if any, on the sale or exchange of Bonds;
- (n) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;
- (o) costs of prior improvements performed by the Issuer in anticipation of the Project;
- (p) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;
- (q) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (r) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;
- (s) administrative expenses;
- (t) taxes, assessments and similar governmental charges during construction or reconstruction of the Project;
- (u) expenses of Project management and supervision;
- (v) costs of effecting compliance with any and all governmental permits relating to the Project;

(w) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Project or to the financing thereof; and

(x) any other "cost" or expense as provided by the Act.

In connection with the refunding or redeeming of any Bonds, "Cost" includes, without limiting the generality of the foregoing, the items listed in (d), (k), (l) and (m) above, and other expenses related to the redemption of the Bonds to be redeemed and the Redemption Price of such Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

"Counsel" shall mean an attorney-at-law or law firm (who may be counsel for the Issuer) not unsatisfactory to the Trustee.

"County" shall mean Polk County, Florida.

"Credit Facility" shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to which the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the Issuer.

"Credit Facility Agreement" shall mean any agreement pursuant to which a Credit Facility Issuer issues a Credit Facility.

"Credit Facility Issuer" shall mean the issuer or guarantor of any Credit Facility.

"Debt Service Fund" shall mean the Fund so designated which is established pursuant to Section 6.04 hereof.

"Debt Service Requirements" with reference to a specified period, shall mean:

(a) interest payable on the Bonds during such period, subject to reduction for amounts held as capitalized interest in the Funds and Accounts established under this Master Indenture and any Supplemental Indentures;

(b) amounts required to be paid into any mandatory sinking fund account with respect to the Bonds during such period; and

(c) amounts required to pay the principal of the Bonds maturing during such period and not to be redeemed prior to or at maturity through any sinking fund account.

For any Bonds that bear interest at a variable rate, the interest payable for a specified period shall be determined as if such Bonds bear interest at the maximum rate provided for in the applicable Supplemental Indenture and if no maximum rate is provided for in the Supplemental Indenture, the maximum rate shall be 12% per annum.

"Debt Service Reserve Fund" shall mean the Fund so designated which is established pursuant to Section 6.05 hereof.

"Debt Service Reserve Insurance Policy" shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking *pari passu* with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the three highest rating categories, without regard to gradations, of both Moody's and S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

"Debt Service Reserve Letter of Credit" shall mean the irrevocable, transferable letter or line of credit, if any, deposited for the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which letter or line of credit constitutes an unconditional senior obligation of the issuer thereof. The issuer of such letter or line of credit shall be a banking association, bank or trust company or branch thereof whose senior debt obligations ranking *pari passu* with its obligations under such letter or line of credit are rated at the time of deposit of the letter or line of credit to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the three highest rating categories (without regard to gradations) of both Moody's and S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

"Debt Service Reserve Requirement" shall mean, for each Series of Bonds, unless a different requirement shall be specified in a Supplemental Indenture, an amount equal to the lesser of (i) the maximum annual Debt Service Requirements for the Outstanding Bonds of such Series, (ii) 125% of the average annual Debt Service Requirements for the Outstanding Bonds of such Series, and (iii) 10% of the original proceeds (within the meaning of the Code) of the Bonds of such Series.

"Defeasance Securities" shall mean, to the extent permitted by law, (a) cash, or (b) non-callable Government Obligations.

"District Lands" or "District" shall have the meaning as described in the recitals hereto.

"District Manager" shall mean the then District Manager or acting District Manager of the Issuer.

"Electronic Means" shall mean telecopy, facsimile transmission, email transmission or other similar electronic means of communicating providing evidence of transmission.

"Event of Default" shall mean any of the events described in Section 10.02 hereof.

"Fiscal Year" shall mean the period of twelve (12) months beginning October 1 of each calendar year and ending on September 30 of the following calendar year, and also shall mean the period from actual execution hereof to and including the next succeeding September 30; or such other consecutive twelve-month period as may hereafter be established pursuant to a Certified Resolution as the fiscal year of the Issuer for budgeting and accounting purposes as authorized by law.

"Fund" shall mean any fund established pursuant to this Master Indenture.

"Generally Accepted Accounting Principles" shall mean those accounting principles applicable in the preparation of financial statements of municipalities.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" shall mean, with respect to any Series of Bonds, this Master Indenture as supplemented by the Supplemental Indenture pursuant to which such Series of Bonds is issued.

"Independent" shall mean a Person who is not a member of the Issuer's Board, an officer or employee of the Issuer or any developer of District Lands, or which is not a partnership, corporation or association having a partner, director, officer, member or substantial stockholder who is a member of the Issuer's Board, or an officer or employee of the Issuer; provided, however, that the fact that such Person is retained regularly by or regularly transacts business with the Issuer or any developer of District Lands shall not make such Person an employee within the meaning of this definition.

"Interest Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Interest Payment Date" shall mean, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, each May 1 and November 1 commencing on the date specified in the Certified Resolution of the Issuer or in the Supplemental Indenture pursuant to which a Series of Bonds is issued.

"Interest Period" shall mean the period from and including any Interest Payment Date to and excluding the next succeeding Interest Payment Date; provided, however, that upon final payment of any Bond at maturity or upon redemption or mandatory purchase, the Interest Period shall extend to, but not include, the date of such final payment, which shall always be a Business Day.

"Investment Securities" shall mean and include any of the following securities, if and to the extent that such securities are legal investments for funds of the Issuer:

(a) Government Obligations that have a maturity of not more than three hundred sixty-five (365) days from the date of acquisition;

(b) money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, at least "A-1" by S&P or "P-1" by Moody's;

(c) commercial paper of any entity formed under the laws of the United States of America or any state thereof, (having maturities of not more than 270 days) and which commercial paper has a short term rating, at the time of purchase, of at least "A-1" by S&P and "P-1" by Moody's;

(d) obligations of any state of the United States or political subdivision thereof or constituted authority thereof the interest on which is exempt from federal income taxation under Section 103 of the Code, with maturities of not more than three hundred sixty-five (365) days, and which short term obligations are rated at least "A-1" by S&P and "P-1" by Moody's at the time of purchase;

(e) both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by both Moody's and S&P at the time of purchase (Aaa-mf and AAAM, respectively), and (B) shares of money market mutual funds that invest only in Government Obligations and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase (Aaa-mf and AAAM, respectively) ;

(f) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, with maturities of not more than three hundred sixty-five (365) days if such short term obligations are rated at least "A-1" by S&P and "P-1" by Moody's's at the time of purchase; and

(g) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund, at the time of purchase, is rated at least "AAm" by S&P or at least "Aa-mf" by Moody's.

Under all circumstances, the Trustee shall be entitled to request and receive from the Issuer and conclusively rely upon as accurate an Officer's Certificate setting forth that any investment directed by the Issuer is permitted under this Indenture and is a legal investment for the funds of the Issuer under Florida law.

"Issuer" shall mean the Water Tank Road Community Development District.

"Landowner" shall mean any owner of District Lands encumbered by Special Assessments.

"Majority Holder" shall mean the Beneficial Owners of more than 50% of the applicable principal amount of a Series of Bonds then Outstanding.

"Majority Landowner" shall mean, for purposes of this Master Indenture, any person or entity, including all affiliated persons and/or entities thereof, which collectively own more than 50% of the District Lands.

"Major Non-Recurring Expense" shall mean the cost of major replacement or reconstruction of the Project, or any part thereof, the cost of major repairs, renewals or replacements, the provision of a reserve for the payment of insurance premiums not due on an annual or more frequent basis, and the cost of studies, surveys, estimates and investigations in connection with any of the foregoing.

"Master Indenture" shall mean, this Master Trust Indenture dated as of [_____] 1, 2024, by and between the Issuer and the Trustee, as amended and or supplemented in accordance with the provisions of Article XIII hereof.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Officers' Certificate" or "Officer's Certificate" shall mean a certificate, duly executed by a Responsible Officer and delivered to the Trustee.

"Outstanding," in connection with a Series of Bonds, shall mean, as of the time in question, all Bonds of such Series authenticated and delivered under the Indenture, except:

(a) all Bonds theretofore cancelled or required to be cancelled under Section 2.07 hereof;

(b) Bonds for the payment, redemption or purchase of which moneys and/or Defeasance Securities, the principal of and interest on which, when due, will provide sufficient moneys to fully pay such Bonds in accordance with Article XIV hereof, shall have been or shall concurrently be deposited with the Trustee; provided that, if such Bonds are being redeemed, the required notice of redemption shall have been given or provision shall have been made therefor, and that if such Bonds are being purchased, there shall be a firm commitment for the purchase and sale thereof; and

(c) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Article II hereof.

In determining whether the Holders of a requisite aggregate principal amount of Bonds Outstanding of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Bonds of such Series which are actually known by a Responsible Officer of the Trustee to be held by or on behalf of the Issuer shall be disregarded for the purpose of any such determination, unless all of the Bonds of such Series are held by or on behalf of the Issuer; provided, however, this provision does not affect the right of the Trustee to deal in Bonds as set forth in Section 11.09 hereof.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Paying Agent" shall mean initially the Trustee, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Person" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, governmental body, political subdivision, municipality, municipal authority or any other group or organization of individuals.

"Pledged Revenues" shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the Issuer from Special Assessments levied and collected on all or a portion of the District Lands with respect to the Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture for, or otherwise expressly allocated to, such Series of Bonds; provided, however, that Pledged Revenues shall not include (i) any moneys transferred to the Rebate Fund, or investment earnings thereon and (ii) "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (i) and (ii) of this provision).

"Prepayment" shall mean the payment by any owner of Property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date.

"Project" shall have the meaning as described in the recitals hereto.

"Project Documents" shall mean all permits, drawings, plans and specifications, contracts and other instruments and rights relating to the Project and the development assigned by the developer(s) of the District Lands to the Issuer pursuant to a collateral assignment.

"Property Appraiser" shall mean the property appraiser of the County.

"Property Appraiser and Tax Collector Agreement" shall mean the Property Appraiser and Tax Collector Agreement described in Section 9.04 hereof.

"Rebate Fund" shall mean the Fund so designated, which is established pursuant to Section 6.11 of this Master Indenture.

"Record Date" shall mean, as the case may be, the applicable Regular or Special Record Date.

"Redemption Price" shall mean the principal amount of any Bond plus the applicable premium, if any, payable upon redemption thereof pursuant to the Indenture.

"Registered Owner" shall mean the person or entity in whose name or names any Bond is registered on the books maintained by the Registrar.

"Registrar" shall mean initially the Trustee, which entity shall have the responsibilities set forth in Section 2.04 of this Master Indenture, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid, unless otherwise provided in any Supplemental Indenture.

"Regulatory Body" shall mean and include (a) the United States of America and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the United States of America, (b) the State, any political subdivision thereof and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the State, (c) the Town, the County and any department of or corporation, agency or instrumentality heretofore or hereafter created, designated or established by the Town or the County, and (d) any other public body, whether federal, state or local or otherwise having regulatory jurisdiction and authority over the Issuer.

"Responsible Officer" shall mean with respect to the Issuer, any member of the Board, the District Manager, or any other officer of the Issuer or other person designated by Certified Resolution of the Issuer, a copy of which shall be on file with the Trustee, to act for any of the foregoing, either generally or with respect to the execution of any particular document or other specific matter, and when used with respect to the Trustee, any vice president, assistant vice president, senior associate or other officer of the Trustee within the corporate trust office specified in Section 15.06 (or any successor corporate trust office) having direct responsibility for the administration of this Indenture.

"Revenue Fund" shall mean the Fund so designated which is established pursuant to Section 6.03 hereof.

"Rule" shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean Standard & Poor's, a Standard & Poor's Financial Services LLC business, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer and acceptable to the Trustee.

"Series" shall mean all of the Bonds authenticated and delivered at one time on original issuance and pursuant to any Certified Resolution of the Issuer authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article II hereof and the applicable Supplemental Indenture, regardless of variations in maturity, interest rate or other provisions; provided, however,

two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the Issuer upon original issuance. Two or more Series or sub-Series of Bonds may be issued simultaneously under separate Supplemental Indentures, but under this Master Indenture. As may be provided by subsequent proceedings of the Issuer, one or more Series of Bonds or sub-Series Bonds, whether issued at the same time or not, may be separately secured by Special Assessments imposed pursuant to separate assessment proceedings. Such Bonds or sub-Series of Bonds which are secured by separate Special Assessments will not be issued as parity bonds even if issued at the same time.

"Series Account" shall mean any Account established as to a particular Series of Bonds.

"Sinking Fund Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 6.04 hereof.

"Special Assessments" shall mean (a) the net proceeds derived from the levy and collection of "special assessments," as provided for in Sections 190.011(14) and 190.022 of the Act against District Lands that are subject to assessment as a result of a particular Project or any portion thereof or against one or more identified Assessment Areas, and (b) the net proceeds derived from the levy and collection of "benefit special assessments," as provided for in Section 190.021(2) of the Act, against the lands within the District that are subject to assessment as a result of a particular Project or any portion thereof, and in the case of both "special assessments" and "benefit special assessments," including the interest and penalties on such assessments, pursuant to all applicable provisions of the Act and Chapter 170, Florida Statutes, and Chapter 197, Florida Statutes (and any successor statutes thereto), including, without limitation, any amount received from any foreclosure proceeding for the enforcement of collection of such assessments or from the issuance and sale of tax certificates with respect to such assessments, less (to the extent applicable) the fees and costs of collection thereof payable to the Tax Collector and less certain administrative costs payable to the Property Appraiser pursuant to the Property Appraiser and Tax Collector Agreement. "Special Assessments" shall not include "special assessments" levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the Issuer under Section 190.021(3) of the Act.

"Special Record Date" shall mean such date as shall be fixed for the payment of defaulted interest on the Bonds in accordance with Section 2.01 hereof.

"State" shall mean the State of Florida.

"Supplemental Indenture" and "indenture supplemental hereto" shall mean any indenture amending or supplementing this Master Indenture which may be entered into in accordance with the provisions of this Master Indenture.

"Tax Collector" shall mean the tax collector of the County.

"Town" shall have the meaning as described in the recitals hereto.

"Trust Accounts" shall mean Funds and Accounts that the Trustee administers as trustee, including, but not limited to, the trusts created by the Indenture for a Series of Bonds.

The words "hereof," "herein," "hereto," "hereby," and "hereunder" (except in the form of Bond), refer to the entire Master Indenture.

Every "request," "requisition," "order," "demand," "application," "notice," "statement," "certificate," "consent," or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

ARTICLE II THE BONDS

SECTION 2.01. Amounts and Terms of Bonds; Details of Bonds. The Issuer is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master Indenture, its obligations to be known as "Water Tank Road Community Development District Special Assessment Bonds, Series ____" (the "Bonds"). The total principal amount of Bonds that may be issued and Outstanding under this Master Indenture is not expressly limited to a specific principal amount; provided, however, that the total principal amount of Bonds that may be issued and Outstanding under this Master Indenture shall be subject to any conditions and/or limitations (i) set forth in a Supplemental Indenture and (ii) under State law. The Bonds shall be issued in Authorized Denominations and within each Series shall be numbered consecutively from R-1 and upwards in each Series and in substantially the form attached hereto as Exhibit C, with such appropriate variations, omissions and insertions as are permitted or required by this Master Indenture or as otherwise provided in a Supplemental Indenture. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the Issuer's request, authenticate such Bonds and deliver them as specified in such request.

Each Bond shall be dated, shall have such Interest Payment Dates, shall bear interest from such date or dates and at such rate or rates until the maturity thereof, payable on such Interest Payment Dates, and shall be stated to mature (subject to the right of prior redemption), all as provided in, or pursuant to, a Supplemental Indenture.

Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Unless otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, the principal of all Bonds shall be payable at the designated corporate trust office of the Paying Agent upon the presentation and surrender of such Bonds as the same shall become due and payable.

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which

event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given by Electronic Means or mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to the giving of such notices, at its address as it appears in the Bond Register on the date of the giving of such notices. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

The Trustee is hereby constituted and appointed as Paying Agent for the Bonds.

SECTION 2.02. Execution. The Bonds shall be executed by the manual or facsimile signature of the Chair or Vice Chair of the Issuer or by any other member of the Board designated by the Chair for such purpose, and the corporate seal of the Issuer shall appear thereon (which may be in facsimile) and shall be attested by the manual or facsimile signature of its Secretary or Assistant Secretary. Bonds executed as above provided may be issued and shall, upon request of the Issuer, be authenticated by the Trustee, notwithstanding that one or both of the officers of the Issuer whose signatures appear on such Bonds shall have ceased to hold office at the time of issuance or authentication or shall not have held office at the date of the Bonds.

SECTION 2.03. Authentication; Authenticating Agent. No Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, and such authentication shall be proof that the Bondholder is entitled to the benefit of the trust hereby created. The Trustee shall at all times serve as Authenticating Agent.

SECTION 2.04. Registration and Registrar. The Trustee is hereby constituted and appointed as the Registrar for the Bonds. The Registrar shall act as registrar and transfer agent for the Bonds. The Issuer shall cause to be kept at an office of the Registrar a register (herein sometimes referred to as the "Bond Register" or "Register") in which, subject to the provisions set forth in Section 2.08 below and such other regulations as the Issuer and Registrar may prescribe, the Issuer shall provide for the registration of the Bonds and for the registration of transfers and exchanges of such Bonds. The Trustee shall notify the Issuer in writing of the specific office location (which may be changed from time to time, upon similar notification) at which the Bond Register is kept. Initially, and until the Trustee provides notice to the Issuer as provided in the immediately preceding sentence, the Bond Register shall be kept at the Trustee's corporate trust office in Fort Lauderdale, Florida.

SECTION 2.05. Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the Issuer shall execute and the Trustee or Authenticating Agent, as the case may be, shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee or Authenticating Agent, as the case may be, of such mutilated Bond for cancellation, and the Issuer and the Trustee or Authenticating Agent, as the case may be, may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof shall be submitted to the Issuer and the Trustee or Authenticating Agent, as the case may be; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee or Authenticating Agent, as the case may be, shall authenticate and deliver a new Bond of like Series, tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee or Authenticating Agent, as the case may be, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 2.05 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Master Indenture and applicable Supplemental Indenture equally and proportionately with any and all other Bonds of such same Series duly issued hereunder and under such Supplemental Indenture.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies with respect to the replacement or payment of negotiable instruments, investments or other securities without their surrender.

SECTION 2.06. Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal

amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the Registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

SECTION 2.07. Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar, Paying Agent or Authenticating Agent to, and cancelled and disposed of by, the Trustee in accordance with its then current procedures. The Trustee shall deliver to the Issuer a certificate of destruction (or other evidence of destruction) in respect of all Bonds destroyed in accordance with this Section.

SECTION 2.08. Registration, Transfer and Exchange. As provided in Section 2.04 hereof, the Issuer shall cause a Bond Register in respect of the Bonds to be kept at the designated office of the Registrar.

Upon surrender for registration of transfer of any Bond at the designated office of the Registrar, and upon compliance with the conditions for the transfer of Bonds set forth in this Section 2.08, the Issuer shall execute and the Trustee (as Authenticating Agent and/or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver, in the name of the designated transferees, one or more new Bonds of a like aggregate principal amount and of the same Series and maturity.

At the option of the Bondholder, Bonds may be exchanged for other Bonds of a like aggregate principal amount and of the same Series and maturity, upon surrender of the Bonds to be exchanged at any such office of the Registrar or agency. Whenever any Bonds are so surrendered for exchange, the Issuer shall execute and the Trustee (as Authenticating Agent and/or Registrar as described in Section 2.03 and Section 2.04 hereof) shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

All Bonds issued upon any transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Master Indenture and applicable Supplemental Indenture as the Bonds of such Series surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing.

Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue, transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of giving of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of giving such notice, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

SECTION 2.09. Persons Deemed Owners. The Issuer, the Trustee, any Paying Agent, the Registrar, or the Authenticating Agent shall deem and treat the person in whose name any Bond is registered as the absolute Owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, any Paying Agent, the Registrar or the Authenticating Agent) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such Bond, and for all other purposes, and the Issuer, the Trustee, any Paying Agent, the Registrar and the Authenticating Agent shall not be affected by any notice to the contrary. All such payments so made to any such Owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bond.

SECTION 2.10. Limitation on Incurrence of Certain Indebtedness. The Issuer will not issue Bonds of any Series, except upon the conditions and in the manner provided or as otherwise permitted in the Indenture, provided that the Issuer may enter into agreements with issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

SECTION 2.11. Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the Issuer authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with The Depository Trust Company, New York, New York ("DTC") and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, telecopy or other similar means of communication.

So long as there shall be maintained a book-entry-only system with respect to a Series of Bonds, the following provisions shall apply:

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, each Series of Bonds shall initially be registered in the name of Cede & Co. as nominee for DTC, which will act initially as securities depository for the Bonds and so long as the Bonds are held in book-entry-only form, Cede & Co. shall be considered the Registered Owner for all purposes hereof. On original issue, such Bonds shall be deposited with DTC, which shall be responsible for maintaining a book-entry-only system for recording the ownership interest of its participants ("Direct Participants") and other institutions that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and Indirect Participants will be responsible for maintaining records with respect to the beneficial ownership interests of individual purchasers of the Bonds ("Beneficial Owners").

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC without the need for presentment of such Bonds. Disbursal of such amounts to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and

Indirect Participants to Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Trustee or the Issuer.

The Bonds registered in the name of Cede & Co. shall initially be issued in the form of one fully registered Bond for each maturity of each Series registered in the name of Cede & Co. and shall be held in such form until maturity. Individuals may purchase beneficial interests in Authorized Denominations in book-entry-only form, without certificated Bonds, through Direct Participants and Indirect Participants.

DURING THE PERIOD FOR WHICH CEDE & CO. IS REGISTERED OWNER OF THE BONDS, ANY NOTICES TO BE PROVIDED TO ANY REGISTERED OWNER WILL BE PROVIDED TO CEDE & CO. DTC SHALL BE RESPONSIBLE FOR NOTICES TO DIRECT PARTICIPANTS AND DIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO INDIRECT PARTICIPANTS, AND DIRECT PARTICIPANTS AND INDIRECT PARTICIPANTS SHALL BE RESPONSIBLE FOR NOTICES TO BENEFICIAL OWNERS.

The Issuer and the Trustee, if appropriate, shall enter into a blanket letter of representations with DTC providing for such book-entry-only system. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository and in that event all references herein to DTC or Cede & Co. shall be deemed to be references to their respective successors. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Bonds in the form of fully registered Bonds in accordance with the instructions from Cede & Co.

In the event DTC, any successor of DTC or the Issuer elects to discontinue the book-entry only system in conformity with the requirements of DTC, the Trustee shall deliver bond certificates in accordance with the instructions from DTC or its successor and after such time Bonds may be exchanged for an equal aggregate principal amount of Bonds in other Authorized Denominations and of the same maturity and Series upon surrender thereof at the corporate trust office of the Trustee.

ARTICLE III ISSUE OF BONDS

SECTION 3.01. Issue of Bonds. Subject to the provisions of Section 2.01 hereof, the Issuer may issue one or more Series of Bonds hereunder and under Supplemental Indentures from time to time for the purpose of financing the Costs of acquisition or construction of the Project or to refund all or a portion of a Series of Bonds (and to pay the costs of the issuance of such Bonds and to pay the amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture). In connection with the issuance of a Series of Bonds the Trustee shall, at the written request of the Issuer, authenticate the Bonds and deliver or cause them to be authenticated and delivered, as specified in the request, but only upon receipt of:

- (1) a Certified Resolution of the Issuer (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Article VI hereof; (c) authorizing the execution and delivery of the

Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Article XIV hereof;

(2) a written opinion or opinions of Counsel to the Issuer, to the effect that (a) all conditions prescribed herein as precedent to the issuance of the Bonds have been fulfilled; (b) the Bonds have been validly authorized and executed and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (c) any consents of any Regulatory Bodies required in connection with the issuance of the Bonds have been obtained or can be reasonably expected to be obtained on or prior to the date such consents are required; and (d) if the acquisition of any real property or interest therein is included in the purpose of such issue, (i) the Issuer has or can acquire good and marketable title thereto free from all liens and encumbrances except such as will not materially interfere with the proposed use thereof or (ii) the Issuer has or can acquire a valid, subsisting and enforceable leasehold, easement, right-of-way or other interest in real property sufficient to effectuate the purpose of the issue (which opinion may be stated in reliance on the opinion of other Counsel satisfactory to the signer or on a title insurance policy issued by a reputable title company) (clauses (c) and (d) shall not apply in the case of the issuance of a refunding Series of Bonds);

(3) an opinion of Counsel to the Issuer, which shall also be addressed to the Trustee, to the effect that: (a) the Issuer has good right and lawful authority under the Act to undertake the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; (b) the Special Assessment proceedings have been taken in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the Special Assessments; (c) the Special Assessments are legal, valid and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all state, county, district and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid; (d) this Master Indenture and the applicable Supplemental Indenture have been duly and validly authorized, approved, and executed by the Issuer; (e) the issuance of the Series of Bonds has been duly authorized and approved by the Board; and (f) this Master Indenture and the applicable Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitutes a binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity;

(4) a Consulting Engineer's certificate addressed to the Issuer and the Trustee setting forth the estimated cost of the Project, and in the case of an acquisition by

the Issuer of all or a portion of the Project that has been completed, stating, in the signer's opinion, (a) that the portion of the Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) to the best of his knowledge, the Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the Issuer for the Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Costs of construction of such components of the Project; and (d) the plans and specifications for the Project improvements have been approved by all Regulatory Bodies required to approve them (specifying such Regulatory Bodies) or such approval can reasonably be expected to be obtained; provided, however, that in lieu of the information required in clause (a), there may be delivered to the Trustee satisfactory evidence of the acceptance of operational and maintenance responsibility of each component of the Project by one or more governmental entities (the foregoing shall not be applicable in the case of the issuance of a refunding Series of Bonds);

(5) a copy of the Supplemental Indenture for such Bonds, certified by the Secretary or Assistant Secretary of the Issuer as being a true and correct copy thereof;

(6) the proceeds of the sale of such Bonds together with any required equity deposit by a Landowner or other third party;

(7) any Credit Facility authorized by the Issuer in respect to such Bonds;

(8) one or more Certified Resolutions of the Issuer relating to the levy of Special Assessments in respect of the Project, and evidencing that the Issuer has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the District Lands in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued;

(9) an executed opinion of Bond Counsel;

(10) a written direction of the Issuer to the Trustee to authenticate and deliver such Bonds;

(11) a copy of a Final Judgment of validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation;

(12) a collateral assignment from the developer(s) of the District Lands to the Issuer of the Project Documents;

(13) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate of the Issuer stating: (a) the intended use of the proceeds of the refunding Series of Bonds; (b) the Bonds to be refunded; (c) any other amounts available for such purpose; (d) that the proceeds of the issue plus the other amounts, if any, stated to

be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the Costs of issuance of such Bonds, and (e) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;

(14) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

(15) such other documents, certifications and opinions as shall be required by the Supplemental Indenture, by the Participating Underwriter or the initial purchaser of a Series of Bonds or by the Issuer or the Trustee upon advice of counsel.

At the option of the Issuer, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the Issuer. Execution of a Series of the Bonds by the Issuer and payment to the Trustee of the net proceeds from the original issuance of the Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent, set forth in this Article, as to the Issuer, the Participating Underwriter and the initial purchaser of the respective Series of Bonds.

ARTICLE IV ACQUISITION AND CONSTRUCTION OF PROJECT

SECTION 4.01. Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete any Project or portion thereof for which any Series of Bonds is being issued in accordance with the plans and specifications therefor, as such plans and specifications may be amended from time to time, and subject to the specific requirements of the Supplemental Indenture for such Series of Bonds.

SECTION 4.02. Compliance Requirements. The Issuer will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the acquisition, completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations. Prior to the completion of the Project, in the event that any developer of the District Lands shall fail to pay, when due, any Special Assessments levied against lands within the Issuer owned by the developer or any affiliated entity thereof, the Issuer shall immediately take all actions necessary, to the extent revenues of the Issuer are legally available for such purpose, to complete the Project including, without limitation, taking control of the Project Documents.

ARTICLE V
ACQUISITION AND CONSTRUCTION FUND

SECTION 5.01. Acquisition and Construction Fund. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any Series Account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect of each Series of Bonds upon request of the Issuer whenever, in the opinion of the Issuer, it is appropriate to have a separate written accounting in respect of the Costs of any designated portion of the Project. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid Costs of Issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the Issuer for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project or portion thereof.

(a) *Deposits*. In addition to the deposit of amounts received by the Trustee on the date of issuance of each Series of Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series Account of the Acquisition and Construction Fund, as promptly as practicable, the following amounts:

(i) subject to the provisions of Section 9.23 hereof, payments made to the Issuer from the sale, lease or other disposition of the Project or any portion thereof;

(ii) subject to the provisions of Section 9.14 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof;

(iii) deposits made by any developer of the District Lands pursuant to the terms and provisions of a developer funding agreement; and

(iv) amounts received from a governmental entity pursuant to an interlocal agreement or other similar agreement between the District and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of the Project.

Amounts in the applicable Series Account of the Acquisition and Construction Fund shall be applied to pay the Cost of the Project or a portion thereof, as applicable, pertaining to the Series of Bonds in question; provided, however, that if any amounts remain in the Series Account of the

Acquisition and Construction Fund after the Completion Date (as defined in paragraph (c) below) of the Project or portion thereof pertaining to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of the Project as directed in writing by the Issuer, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund for application to the redemption of Bonds of the Series to which such proceeds relate, as set forth in Section 6.06 hereof or in the applicable Supplemental Indenture.

(b) *Disbursements.* Unless provided otherwise in a Supplemental Indenture, all payments from the Acquisition and Construction Fund shall be paid in accordance with the provisions of this subsection. Moneys in the appropriate Series Account of the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer shall file with the Trustee a fully executed requisition in the form of Exhibit D attached hereto, signed by a Responsible Officer and, except for payments of cost of issuance, a certificate of the Consulting Engineer signed by a consulting engineer also in the form of Exhibit D attached hereto and as may be modified by terms of the related Supplemental Indenture. Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the appropriate Series Account of the Acquisition and Construction Fund and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this section. All requisitions and certificates received by the Trustee pursuant to this Section 5.01 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof. The Trustee shall have no duty to verify that the disbursement of funds pursuant to a requisition is for a purpose for which payment may be made hereunder and the Trustee may conclusively rely that a properly signed requisition is, on its face, sufficient to disburse funds from the Acquisition and Construction Fund.

(c) *Completion of Project.* On the date of completion of the Project or if sufficient moneys are retained in the appropriate Series Account of the Acquisition and Construction Fund, to complete the Cost of the Project, in either case, as evidenced by the delivery of a Certificate of the Consulting Engineer to the Trustee and adoption of a resolution by the Board accepting the Project as provided by Section 170.09, Florida Statutes, as amended (the "Completion Date"), the balance in the appropriate Series Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Project shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture.

ARTICLE VI
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS

SECTION 6.01. Special Assessments; Lien of Indenture on Pledged Revenues. The Issuer hereby covenants that it shall levy Special Assessments in the amount necessary to pay the

Debt Service Requirement on Bonds issued and Outstanding hereunder, and, unless provided otherwise with respect to a Series of Bonds, evidence and certify the same to the Tax Collector or cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer, pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable.

The Issuer shall, within five (5) Business Days of receipt thereof, pay to the Trustee for deposit in the Series Account of the Revenue Fund established under Section 6.03 hereof all Special Assessments received by the Issuer from the levy thereof on the District Lands subject to assessments for the payment of the related Series of Bonds; provided, however, that amounts received as Prepayments of Special Assessments shall be deposited directly into the applicable Series Account within the Bond Redemption Fund established hereunder or in any account thereof established pursuant to the applicable Supplemental Indenture. The Issuer shall notify the Trustee in writing at the time of deposit of any amounts received as Prepayments of Special Assessments and shall identify the related Series of Bonds. If necessary, the Issuer shall direct the Landowner making such prepayment to specify to which Series of Bonds such prepayments relate.

There are hereby pledged for the payment of the principal or Redemption Price of and interest on all Bonds of each Series issued and Outstanding under the Indenture and all reimbursements due to any Credit Facility Issuer for any drawing with respect to such Series of Bonds on its Credit Facility, including, without limitation, interest thereon, as required under the terms of the applicable Credit Facility Agreement, the Pledged Revenues; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Pledged Revenues securing such Series of Bonds, the Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and Bonds issued on a parity therewith and shall not secure any other Bonds or Series of Bonds. The Pledged Revenues shall immediately be subject to the lien and pledge of the Indenture without any physical delivery hereof or further act; provided, however, that the lien and pledge of the Indenture shall not apply to any moneys transferred by the Trustee to the Rebate Fund. The foregoing notwithstanding, to the extent provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, such Series of Bonds may be made payable from and secured by less than all of the Pledged Revenues, and any one or more of the provisions of this Master Indenture may be made inapplicable to such Series of Bonds, all as more specifically provided in the corresponding Supplemental Indenture; provided, however, that any such provisions shall apply only to the particular Series of Bonds authorized by such Supplemental Indenture and shall not affect in any manner whatsoever any Outstanding Series of Bonds.

SECTION 6.02. Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued for the benefit of the specific Series of Bonds issued pursuant to such Supplemental Indenture and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto or separately secured hereunder by separate Special Assessments. Unless provided otherwise by Supplemental Indenture, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the

principal, redemption or purchase price of (as the case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

SECTION 6.03. Revenue Fund. The Trustee is hereby authorized and directed to establish a Revenue Fund and pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder, into which the Trustee shall immediately deposit any and all Special Assessments received from the levy thereof on the District Lands or any portion thereof (other than Prepayments) and any amounts received as the result of any foreclosure, sale of tax certificates or other remedial action for nonpayment of Special Assessments for the payment of the related Series of Bonds and other payments required hereunder or under the applicable Supplemental Indenture (unless such Special Assessments and/or other payments are specifically designated by the Issuer pursuant to a Supplemental Indenture for deposit into the Rebate Fund or any other Fund or Account established hereunder or under a Supplemental Indenture) and each Series Account therein shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall transfer from amounts on deposit in the Series Account in the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority unless other times and/or priorities are established in a Supplemental Indenture with respect to a Series of Bonds:

FIRST, upon receipt but no later than the Business Day preceding the first May 1 for which there is an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account of the Debt Service Fund to be applied to the payment of interest on the Bonds of a Series due on the next succeeding May 1, and no later than the Business Day next preceding each May 1 thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the related Series of Bonds becoming due on the next succeeding May 1, less any amount on deposit in such Interest Account not previously credited;

SECOND, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Principal Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series maturing on the next succeeding principal payment date, less any amount on deposit in the applicable Series Principal Account not previously credited;

THIRD, beginning on the date set forth in the related Supplemental Indenture, and no later than the Business Day next preceding each May 1 or November 1, as so designated in the applicable Supplemental Indenture thereafter while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Sinking Fund Account of the Debt Service Fund, an amount equal to the principal amount of Bonds of such Series subject to mandatory sinking fund redemption on the next succeeding mandatory sinking fund redemption date, less any amount on deposit in the applicable Series Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day preceding the first November 1 for which there remains an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account to be applied to the payment of interest on the Bonds of a Series due on the next succeeding November 1, and no later than the Business Day next preceding each November 1 thereafter while Bonds of such Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds of such Series becoming due on the next succeeding November 1, less any amount on deposit in the applicable Series Interest Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Bonds of a Series issued under the Indenture remain Outstanding, to the applicable Series Account of the Debt Service Reserve Fund, if any, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement;

SIXTH, subject to the following paragraph, the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall remain therein.

Except as otherwise provided in a Supplemental Indenture, the Trustee shall retain any moneys held for the credit of the Revenue Fund which are not otherwise required to be deposited pursuant to this Section and apply such amounts on subsequent dates for the purposes and in the priority set forth above. Notwithstanding the foregoing, if pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, the Issuer shall direct the Trustee to make such deposit thereto. Prepayments pledged to a particular Series of Bonds shall be deposited directly into the applicable Series Account of the Bond Redemption Fund as provided herein.

SECTION 6.04. Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the Issuer may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental Indenture, a Series Principal Account, a Series Interest Account and, if applicable, a Series Sinking Fund Account for each Series of Bonds and a Series Capitalized Interest Account, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

The Trustee at all times shall make available to any Paying Agent the funds in the Series Principal Account and the Series Interest Account of the Debt Service Fund to pay the principal of the applicable Series of Bonds as they mature upon surrender thereof and the interest on the applicable Series of Bonds as it becomes payable, respectively. When a Series of Bonds is redeemed, the amount, if any, in the Debt Service Fund representing interest thereon shall be applied to the payment of accrued interest in connection with such redemption.

The Trustee shall apply moneys in the Series Sinking Fund Account in the Debt Service Fund for purchase or redemption of the applicable Series of Bonds in amounts and maturities set forth in the Supplemental Indenture. Whenever Bonds of a Series are to be purchased out of such Series Sinking Fund Account, if the Issuer shall notify the Trustee in writing that the Issuer wishes to arrange for such purchase, the Trustee shall comply with the Issuer's arrangements provided they conform to the Indenture.

Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, purchases and redemptions out of the Series Sinking Fund Account shall be made as follows:

(a) The Trustee shall apply the amounts required to be transferred to the Series Sinking Fund Account (less any moneys applied to the purchase of Bonds of the applicable Series pursuant to the next sentence hereof) on the mandatory sinking fund redemption date in each of the years set forth in the Supplemental Indenture to the redemption of Bonds of the related Series in the amounts, manner and maturities and on the dates set forth in the Supplemental Indenture, at a Redemption Price of 100% of the principal amount thereof. At the written direction of the Issuer, the Trustee shall apply moneys from time to time available in the Series Sinking Fund Account to the purchase of Bonds of the applicable Series which mature in the aforesaid years, at prices not higher than the principal amount thereof, in lieu of redemption as aforesaid, provided that firm purchase commitments can be made before the notice of redemption would otherwise be required to be given. In the event of purchases at less than the principal amount thereof, the difference between the amount in the Series Sinking Fund Account representing the principal amount of the Bonds so purchased and the purchase price thereof (exclusive of accrued interest) shall be transferred to the related Series Interest Account of the Debt Service Fund.

(b) Accrued interest on purchased Bonds of a Series shall be paid from the related Series Interest Account of the Debt Service Fund.

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the Issuer may present to the Trustee Bonds of such Series purchased by the Issuer pursuant to subparagraph (a) above and furnished for such purposes; provided, however, that no Bonds of such Series so purchased shall be credited towards the Debt Service Requirements in respect of the mandatory redemption of Bonds of such Series for which notice of redemption has been given pursuant to Section 8.02 of this Master Indenture. Any Bond so purchased shall be presented to the Trustee for cancellation. In such event, the Debt Service Requirements with respect to the Bonds of a Series for the period in which the purchased Bonds are presented to the Trustee shall, for all purposes hereunder, be reduced by an amount equal to the aggregate principal amount of any such Bonds so presented.

SECTION 6.05. Debt Service Reserve Fund. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and, if applicable, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee solely for the benefit of each related Series of Bonds or sub-Series, as determined by the applicable Supplemental Indenture; provided, however, that notwithstanding anything to the contrary contained in this Master

Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Series Account of the Acquisition and Construction Fund, and after the Completion Date, shall be transferred, at the written direction of the Issuer, to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. Unless otherwise provided in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of a Prepayment of Special Assessments, which Special Assessments are pledged for the payment and security of such Series of Bonds, the excess amount shall be transferred from the Series Account or Subaccount of the Debt Service Reserve Fund to the applicable Series Account of the Bond Redemption Fund established for such Series of Bonds and shall constitute a credit against such Prepayment. In the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall, unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, be transferred from the Series Account of the Debt Service Reserve Fund to the related Series Account or subaccount of the Bond Redemption Fund.

Whenever for any reason on an Interest Payment Date, principal payment date or mandatory redemption date with respect to a related Series of Bonds secured by a Series Account of the Debt Service Reserve Fund the amount in the related Series Interest Account, the related Series Principal Account or the related Series Sinking Fund Account, as the case may be, is insufficient to pay all amounts payable on such Series of Bonds therefrom on such payment dates, the Trustee shall, without further instructions, but subject to contrary direction by the Majority Holder of the Bonds to which such Series Account of the Debt Service Reserve Fund relates, transfer the amount of any such deficiency from the related Series Account of the Debt Service Reserve Fund into the related Series Interest Account, the related Series Principal Account and the related Series Sinking Fund Account, as the case may be, with priority to the related Series Interest Account and then, proportionately according to the respective deficiencies therein, to the related Series Principal Account and the related Series Sinking Fund Account, to be applied to pay the Series of Bonds secured by the Series Account of the Debt Service Reserve Fund.

Notwithstanding the foregoing, if permitted by the terms of the applicable Supplemental Indenture, in lieu of the required deposits into the related Series Account of the Debt Service Reserve Fund, the Issuer may cause to be deposited into the Series Account of the Debt Service Reserve Fund a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, either in lieu of any cash amount required to be deposited therein in connection with the issuance of any Series of Bonds or in substitution for the full amounts then on deposit therein or in an amount equal to the difference between the amount required to be deposited and the sum, if any, then on deposit in the Series Account of the Debt Service Reserve Fund, which Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date or principal payment date on which a deficiency exists which cannot be remedied by moneys in any other Fund or Account held pursuant to the Indenture and available for such purpose. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if any such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit is substituted for moneys on deposit in the Series Account of the Debt Service Reserve Fund, or if at any time there are excess moneys in the Series Account of the Debt Service Reserve Fund, the excess moneys in the Series Account of the Debt Service Reserve Fund shall be transferred to and deposited in the related Series Account or Subaccount of the Revenue Fund. If a disbursement is made from a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit, the Issuer shall be obligated to either reinstate the maximum limits of such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit immediately following such disbursement or to deposit into the Series Account of the Debt Service Reserve Fund, as provided in the Indenture for restoration of withdrawals from the Series Account of the Debt Service Reserve Fund, funds in the amount of the disbursement made under such Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit.

In the event that upon the occurrence of any deficiency in a Series Interest Account, a Series Principal Account or a Series Sinking Fund Account, the Series Account of the Debt Service Reserve Fund is then funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, the Trustee shall, on an Interest Payment Date or principal payment date or mandatory redemption date to which such deficiency relates, draw upon the Debt Service Reserve Letter of Credit or cause to be paid under the Debt Service Reserve Insurance Policy an amount sufficient to remedy such deficiency, in accordance with the terms and provisions of the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, and any corresponding reimbursement or other agreement governing the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy; provided, however, that if at the time of such deficiency the Series Account of the Debt Service Reserve Fund is only partially funded with a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, prior to drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, the Trustee shall first apply any cash and securities on deposit in the Series Account of the Debt Service Reserve Fund to remedy the deficiency in accordance with the second paragraph of this Section 6.05 and, if after such application a deficiency still exists, the Trustee shall make up the balance of the deficiency by drawing on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as provided in this sentence. Amounts drawn on the Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy, as applicable, shall be applied as set forth in the second paragraph of this Section 6.05. Any amounts drawn under a Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy shall be reimbursed to

the issuer thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such Debt Service Reserve Letter of Credit or Debt Service Reserve Insurance Policy.

SECTION 6.06. Bond Redemption Fund. The Trustee is hereby authorized and directed to establish a Bond Redemption Fund and a Series Account therein for each Series of Bonds issued hereunder into which shall be deposited moneys, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05, 9.08(d) and 9.14(c) of this Master Indenture. The Series Account within the Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Supplemental Indenture for the related Series of Bonds and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Account within the Bond Redemption Fund shall be retained therein and applied as set forth below.

Moneys in the Series Account within the Bond Redemption Fund (including all earnings on investments held in the Series Account within the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund created and established under this Master Indenture as the Issuer may direct in accordance with an arbitrage rebate agreement, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so transferred from the Series Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

SECOND, to be used to call for redemption pursuant to clause (b) of Section 8.01 hereof an amount of Bonds of the applicable Series equal to the amount of money transferred to the Series Account within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of a Responsible Officer, to call for redemption on each Interest Payment Date or other date on which Bonds of the applicable Series are subject to optional redemption pursuant to Section 8.01(a) hereof such amount of Bonds of the applicable Series as, with the redemption premium, may be practicable; provided, however, that not less than Five Thousand Dollars (\$5,000) principal amount of Bonds of the applicable Series shall be called for redemption at one time.

Any such redemption shall be made in accordance with the provisions of Article VIII of this Master Indenture and the applicable provisions of the related Supplemental Indenture. The Issuer shall pay all expenses in connection with such redemption.

SECTION 6.07. Drawings on Credit Facility. With respect to Bonds in respect of which there has been issued a Credit Facility, the Trustee shall draw on the Credit Facility, in accordance with the provisions for drawing under such Credit Facility, and within the requisite time period, all as set forth in the Credit Facility Agreement or the Supplemental Indenture.

SECTION 6.08. Procedure When Funds Are Sufficient to Pay All Bonds of a Series. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, if at any time the moneys held by the Trustee in the Funds (other than the moneys in the Rebate Fund) and Accounts hereunder and under a Supplemental Indenture and available therefor are sufficient to pay the principal or Redemption Price of, as the case may be, and interest on all Bonds of a Series then Outstanding under such Indenture to maturity or prior redemption, together with any amounts due the Issuer and the Trustee, Paying Agent, Registrar and Credit Facility Issuer, if any, the Trustee, at the direction of the Issuer, shall apply the amounts in the Series Funds and Series Accounts to the payment of the aforesaid obligations and the Issuer shall not be required to pay over any further Pledged Revenues with respect to such Series of Bonds unless and until it shall appear that there is a deficiency in the Funds and Accounts held by the Trustee.

SECTION 6.09. Certain Moneys to Be Held for Series Bondholders Only. Each Series of Bonds issued pursuant to this Master Indenture and the related Supplemental Indenture shall be secured by Pledged Revenues, as set forth herein, and otherwise may be secured by such additional Funds and Accounts and other security (including, but not limited to, Credit Facilities) established by the pertinent Supplemental Indenture. Moneys and investments in the various Funds and Accounts created under a Supplemental Indenture expressly and solely for the benefit of the Series of Bonds issued under such Supplemental Indenture shall be held in trust by the Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

SECTION 6.10. Unclaimed Moneys. In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed for two (2) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the actual knowledge of a Responsible Officer of the Trustee in default with respect to any covenant in this Master Indenture, any Supplemental Indenture or the Bonds contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Trustee, before making payment to the Issuer, may, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

SECTION 6.11. Rebate Fund. The Trustee is hereby authorized and directed to establish a Rebate Fund. Unless provided otherwise in a Supplemental Indenture, the Trustee shall transfer monies from the applicable Series Account in the Revenue Fund and deposit the same to the Rebate Fund, and shall make payments therefrom at the times and in the amounts as directed by the Issuer in writing that are required to comply with the covenants in the applicable Arbitrage Certificate. If so directed by the Issuer in writing, the Trustee shall create one or more Series Accounts within the Rebate Fund relating to one or more particular Series of Bonds.

(a) All amounts held in the Rebate Fund shall be governed by this Section and the applicable Arbitrage Certificate. The Trustee shall be entitled to rely on the rebate calculations obtained from the rebate analyst retained by the Issuer pursuant to any Arbitrage Certificate and the Trustee shall not be responsible for any loss or damage resulting from any good faith action taken or omitted to be taken by the Issuer in reliance upon such calculations.

(b) Pursuant to the applicable Arbitrage Certificate, the Trustee shall remit all rebate installments and a final rebate payment to the United States. The Trustee shall have no obligation to pay any amounts required to be rebated pursuant to this Section and the applicable Arbitrage Certificate, other than at the direction of the Issuer and from moneys held in the Rebate Fund or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate shall be withdrawn and paid to the Issuer.

(c) Notwithstanding any other provision of this Indenture, including in particular Article XIV hereof, the obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Arbitrage Certificate shall survive the defeasance or payment in full of the Bonds.

(d) The Trustee shall not be deemed to have constructive knowledge of the Code or regulations, rulings and judicial decisions concerning the Code.

ARTICLE VII SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

SECTION 7.01. Deposits and Security Therefor. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under this Master Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 or deposits or redeposits in time accounts under Section 7.02) shall, except for the investments of the type specified in (b) and (c) of the definition of Investment Securities, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof provided, however, the foregoing shall not apply to Investment Securities of the types specified in (b) and (e) of the definition of Investment Securities. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, except for investments of the type specified in (b) and (e) of the definition of Investment Securities, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a

Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

SECTION 7.02. Investment or Deposit of Funds. The Trustee shall, as directed by the Issuer in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund created under any Supplemental Indenture only in Investment Securities unless the applicable Supplemental Indenture provides for alternate investments. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the Issuer in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein or in the Supplemental Indenture with respect to a Series of Bonds. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon written request of the Issuer, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

In the absence of written investment instructions from the Issuer, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder invested or for any losses because such amounts were not invested. Moneys in any of the Funds and Accounts established pursuant to the Indenture, when held by the Trustee, shall be promptly invested by the Trustee in accordance with all written directions from the Issuer and the Issuer shall be responsible for ensuring that such instructions conform to requirements of this Master Indenture including, without limitation, this Article VII. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the Issuer or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may conclusively rely upon the Issuer's written instructions as to both the suitability and legality of all investments directed hereunder or under any Supplemental Indenture. Ratings of investments shall be determined by the Issuer at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to determine or monitor the ratings of

investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

SECTION 7.03. Valuation of Funds. Except for the assets on deposit in the Debt Service Reserve Fund, the Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture within ten (10) Business Days prior to each Interest Payment Date. With respect to the assets in the Debt Service Reserve Fund, including all accounts established therein, the Trustee shall value such assets forty-five (45) days prior to each Interest Payment Date. In either case, as soon as practicable after each such valuation date (but no later than ten (10) Business Days after each such valuation date), the Trustee shall provide the Issuer a report of the status of each Fund and Account as of the valuation date, unless otherwise agreed to by the Trustee or District, but may provide such report earlier if it so elects. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the Redemption Price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

SECTION 7.04. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VIII REDEMPTION AND PURCHASE OF BONDS

SECTION 8.01. Redemption Dates and Prices. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Bonds of a Series may be made subject to optional, mandatory and extraordinary redemption and purchase, either in whole or in part, by the Issuer, prior to maturity in the amounts, at the times and in the manner provided in this Article VIII and in the related Supplemental Indenture.

(a) *Optional Redemption.* Bonds of a Series shall be subject to optional redemption at the direction of the Issuer, at the times and upon payment of the purchase price as provided in the related Supplemental Indenture.

(b) *Extraordinary Mandatory Redemption in Whole or in Part.* Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory

redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands in accordance with the provisions of Section 9.08(a) hereof; (ii) from moneys deposited into the related Series Bond Redemption Fund following the payment in full of Special Assessments on any portion of the District Lands as a result of any prepayment of Special Assessments in accordance with Section 9.08(b) hereof; (iii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Rebate Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds or moneys required to pay Costs of the Project under the applicable Supplemental Indenture) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the Indenture; (iv) from moneys in excess of the Series Account of the Debt Service Reserve Requirement in the Series Account of the Debt Service Reserve Fund transferred to the Series Bond Redemption Fund pursuant to Section 6.05 hereof; (v) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (vi) from moneys, if any, on deposit in the Series Bond Redemption Fund pursuant to Section 9.14(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to 9.14(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vii) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

(c) *Mandatory Sinking Fund Redemption.* Bonds of a Series may be subject to mandatory sinking fund redemption at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the redemption date, in the years and amounts set forth in a Supplemental Indenture.

In connection with such mandatory sinking fund redemption of Bonds, amounts shall be transferred from the applicable Series Account of the Revenue Fund to the Series Sinking Fund Account of the Debt Service Fund, all as more particularly described in Section 6.03 hereof.

The principal amounts of scheduled mandatory sinking fund redemption amounts shall be reduced as specified by the Issuer or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased pursuant to Section 6.04 hereof.

Upon any redemption of Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the

remaining term of the Bonds of such Series. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Bonds of such Series in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

SECTION 8.02. Notice of Redemption and of Purchase. Except where otherwise required by a Supplemental Indenture, when required to redeem or purchase Bonds of a Series under any provision of the related Indenture or directed to do so by the Issuer, the Trustee shall cause notice of the redemption, either in whole or in part, to be provided by Electronic Means or mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with this Section 8.02. Such notice shall be given in the name of the Issuer, shall be dated, shall set forth the Bonds of such Series Outstanding which shall be called for redemption or purchase and shall include, without limitation, the following additional information:

- (a) the redemption or purchase date;
- (b) the redemption or purchase price;
- (c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;
- (d) any conditions that must be satisfied for the Bonds to be redeemed on the date of redemption;
- (e) if less than all Outstanding Bonds of a Series to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;
- (f) that on the redemption or purchase date the Redemption Price or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for redemption or purchase, and that interest thereon shall cease to accrue from and after said date; and
- (g) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee.

If at the time of mailing of notice of an optional redemption or purchase, the Issuer shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall be entitled "CONDITIONAL

NOTICE OF REDEMPTION" or "CONDITIONAL NOTICE OF PURCHASE", as appropriate, and shall expressly state that the redemption or purchase, as appropriate, is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Trustee for such redemption, or otherwise available, is insufficient to pay the Redemption Price and accrued interest on the Bonds so called for redemption on the redemption date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed randomly from among all such Bonds called for redemption on such date, and among different maturities of Bonds in the same manner as the initial selection of Bonds to be redeemed, and from and after such redemption date, interest on the Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Bonds not been called for redemption.

The notices required to be given by this Section 8.02 shall state that no representation is made as to correctness or accuracy of the CUSIP numbers listed in such notice or printed on the Bonds.

SECTION 8.03. Payment of Redemption Price. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds of a Series so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the related Indenture and shall not be deemed to be Outstanding under the provisions of the related Indenture.

Payment of the Redemption Price, together with accrued interest, shall be made by the Trustee or Paying Agent to or upon the order of the Owners of the Bonds called for redemption upon surrender of such Bonds. The Redemption Price of the Bonds to be redeemed, the expenses of giving notice and any other expenses of redemption, shall be paid out of the Fund from which redemption is to be made or by the Issuer, or as specified in a Supplemental Indenture.

SECTION 8.04. Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a mandatory sinking fund redemption amount is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the

aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date rounded up or down to the nearest \$5,000 amount in order to maintain Authorized Denominations. The District Manager, on behalf of the Issuer, shall be responsible for calculating such revised sinking fund installments and providing the Trustee with the revised sinking fund installments.

ARTICLE IX COVENANTS OF THE ISSUER

SECTION 9.01. Power to Issue Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Bonds, to adopt and execute this Master Indenture and to pledge the Pledged Revenues for the benefit of the Bonds of a Series and any Credit Facility Issuer, except to the extent otherwise provided in a Supplemental Indenture. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Bonds of a Series and any Credit Facility Issuer with respect to such Series. The Bonds and the provisions of this Master Indenture and any Supplemental Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by this Master Indenture and any Supplemental Indenture and all the rights of the Bondholders and any Credit Facility Issuer under this Master Indenture and any Supplemental Indenture against all claims and demands of all other Persons whomsoever.

SECTION 9.02. Payment of Principal and Interest on Bonds. The payment of the principal or Redemption Price of and interest on all of the Bonds of a Series issued under the related Indenture shall be secured forthwith equally and ratably by a first lien on and pledge of the Pledged Revenues, except to the extent otherwise provided in a Supplemental Indenture; and Pledged Revenues in an amount sufficient to pay the principal or Redemption Price of and interest on the Bonds of a Series authorized by the related Indenture are hereby irrevocably pledged to the payment of the principal or Redemption Price of and interest on the Bonds of a Series authorized under the related Indenture, as the same become due and payable. The Issuer shall promptly pay the interest on and the principal or Redemption Price of every Bond issued hereunder according to the terms thereof, but shall be required to make such payment only out of the Pledged Revenues.

THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND THE RELATED SUPPLEMENTAL INDENTURE AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, INCLUDING, WITHOUT LIMITATION, THE PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE ISSUER TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE ISSUER, THE TOWN, THE COUNTY, THE STATE OR

ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE ISSUER, THE TOWN, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

SECTION 9.03. Special Assessments; Re-Assessments.

(a) Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer shall levy Special Assessments, and evidence and certify the same to the Tax Collector or cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the Issuer pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds.

(b) If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Issuer shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Issuer shall have omitted to make such Special Assessment when it might have done so, the Issuer shall either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from any legally available moneys, which moneys shall be deposited into the applicable Series Account in the Revenue Fund. In case such second Special Assessment shall be annulled, the Issuer shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

SECTION 9.04. Method of Collection. Special Assessments shall be collected by the Issuer in accordance with the provisions of the Act and Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence, the Issuer shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the "Uniform Method"), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. The Issuer shall use its best efforts to enter into and/or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the "Property Appraiser and Tax Collector Agreement") in order to effectuate the provisions of this Section. The Issuer shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Indenture. To the extent that the Issuer is legally prevented from collecting Special Assessments pursuant to the Uniform Method, then the Issuer shall collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

Notwithstanding the immediately preceding paragraph or any other provision in this Master Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the direction of the Majority Holder of a Series of Bonds, requests that the Issuer not use the Uniform

Method to collect the Special Assessments levied by the Issuer for the purpose of paying the Debt Service Requirements such Series of Bonds, but instead collect and enforce the Special Assessments levied by the Issuer for the purpose of paying the Debt Service Requirements such Series of Bonds to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Special Assessments in the manner and pursuant to the method so requested by the Trustee. Any Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable Landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 9.05. Delinquent Special Assessments. Subject to the provisions of Section 9.04 hereof, if the owner of any lot or parcel of land assessed for a particular Project shall be delinquent in the payment of any Special Assessment, then such Special Assessment shall be enforced pursuant to the provisions of Chapter 197, Florida Statutes, or any successor statute thereto, including but not limited to the sale of tax certificates and tax deeds as regards such delinquent Special Assessment. In the event the provisions of Chapter 197, Florida Statutes, and any provisions of the Act with respect to such sale are inapplicable by operation of law, then upon the delinquency of any Special Assessment the Issuer shall, to the extent permitted by law, utilize any other method of enforcement as provided by Section 9.04 hereof, including, without limitation, declaring the entire unpaid balance of such Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed, pursuant to the provisions of Section 170.10, Florida Statutes, in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate and Sections 190.026 and 170.10, Florida Statutes, or otherwise as provided by law. The Issuer covenants not to use the provisions of Chapter 173, Florida Statutes.

SECTION 9.06. Sale of Tax Certificates and Issuance of Tax Deeds; Foreclosure of Special Assessment Liens. If the Special Assessments levied and collected under the Uniform Method described in Section 9.04 are delinquent, then the applicable procedures for issuance and sale of tax certificates and tax deeds for nonpayment shall be followed in accordance with Chapter 197, Florida Statutes and related statutes. Alternatively, if the Uniform Method is not utilized, and if any property shall be offered for sale for the nonpayment of any Special Assessment, and no person or persons shall purchase the same for an amount at least equal to the full amount due on the Special Assessment (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the Issuer, to the extent the Issuer has available funds, for an amount equal to the balance due on the Special Assessment (principal, interest, penalties and costs, plus attorneys' fees, if any), and the Issuer shall thereupon receive, in its corporate name or in the name of a special purpose entity nominee of the Issuer, the title to the property for the benefit of the Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, shall have the power and shall use its best efforts to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Account of the Revenue Fund. Not less than ten (10) days prior to the filing of any foreclosure action or any sale of tax deed as herein provided, the Issuer shall cause written notice thereof to be mailed to the Registered Owners of the Series of Bonds secured by such delinquent Special Assessments. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the Issuer, it shall give written notice thereof to such Registered Owners. The Issuer, either through its own actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it as trustee

for the Registered Owners within thirty (30) days after the receipt of the request therefor signed by the Registered Owners of at least twenty-five percent (25%) of the aggregate principal amount of all Outstanding Bonds of the Series payable from Special Assessments assessed on such property. If directed by an owner of at least twenty-five percent (25%) of the Bonds Outstanding or if the Trustee or the Issuer shall so elect, the Issuer and the Trustee may place title of property received upon foreclosure or deed in lieu of foreclosure into a special purpose entity controlled by the Trustee or such other entity acceptable to the registered Holders of a majority of the Bonds of a Series so effected by such foreclosure, for the benefit of the Registered Owners. If the Issuer determines, after consultation with District Counsel, that there is an obligated person, as defined under the Rule, then in addition to the Issuer, the decision to file a foreclosure action shall be made by at least twenty-five percent (25%) of the Holders of the Bonds so secured by the delinquent Special Assessments and such decision shall be communicated to the Issuer and Trustee in writing.

SECTION 9.07. Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the Issuer pursuant to the provisions of Section 9.17 hereof, the Issuer shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings. As soon as practicable after such audit shall become available, a copy of such audit shall be mailed to any Registered Owner upon its written request.

SECTION 9.08. Removal of Special Assessment Liens. Except as otherwise provided in a Supplemental Indenture with respect to a related Series of Bonds, the following procedures shall apply in connection with the removal of Special Assessment liens:

(a) At any time from the date of levy of Special Assessments on a parcel of District Lands through the date that is thirty (30) days after the related Project has been completed and the Board has adopted a resolution accepting such Project as provided by Section 170.09, Florida Statutes, as amended, any owner of property subject to the Special Assessments may, at its option, require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments that relate to a Series of Bonds by paying to the Issuer the entire amount of such Special Assessment on such property, without interest. The Issuer shall promptly notify the Trustee in writing of any Prepayment made under such circumstances. Accrued interest on the principal amount of any Bonds that would be redeemed as a result of such Prepayment made within thirty (30) days after the Board has adopted a resolution accepting the Project shall be derived from moneys on deposit in the Capitalized Interest Account and, if no moneys remain, from moneys on deposit in the Interest Account, and, if no moneys remain therein, from moneys on deposit in the Debt Service Reserve Account.

Upon receipt of a Prepayment as described in the immediately preceding paragraph, the Issuer shall immediately, but in any event within two (2) Business Days following the receipt of such Prepayment moneys, pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Special Assessment has been paid in full or in part and that such Special Assessment lien is thereby released and

extinguished if paid in full or such Special Assessment lien shall be reduced if the Landowner only made a partial Prepayment. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) hereof. In connection with such Prepayment, the Trustee shall calculate the credit authorized pursuant to Section 6.05 hereof, and transfer such credit to the Bond Redemption Fund to be used together with such Prepayment for the redemption of Bonds in accordance with Section 8.01(b)(i) hereof.

(b) Notwithstanding the foregoing, and consistent with the proceedings of the Issuer relating to the imposition and levy of the Special Assessments, any Landowner may at any time require the Issuer to release and extinguish the lien upon its property by virtue of the levy of the Special Assessments by paying to the Issuer the entire amount of the Special Assessment, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty (40) calendar days before an Interest Payment Date), attributable to the property subject to Special Assessment owned by such owner.

(c) Upon receipt of a Prepayment as described in (a) and (b) above, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer that the Special Assessment has been paid or otherwise satisfied and that such Special Assessment lien is thereby released and extinguished. Except as otherwise provided by a Supplemental Indenture, upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the applicable Series Account within the Bond Redemption Fund to be applied to the redemption of Bonds in accordance with Section 8.01(b)(i) or (ii) hereof, as the case may be.

SECTION 9.09. Deposit of Special Assessments. The Issuer covenants to cause any Special Assessments collected or otherwise received by it to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account of the Revenue Fund (except that amounts received as Prepayments of Special Assessments shall be designated by the Issuer as such upon delivery to the Trustee and shall be deposited directly into the related Series Account within the Bond Redemption Fund).

SECTION 9.10. Construction to be on District Lands. The Issuer covenants that no part of the Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the Issuer or other appropriate entity in fee simple, (ii) lands on, over or under which the Issuer or other appropriate entity shall have acquired perpetual easements for the purposes of the Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the Issuer or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

SECTION 9.11. Operation, Use and Maintenance of Project. The Issuer shall establish and enforce reasonable rules and regulations governing the use of the Project owned by the Issuer, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the Issuer shall operate, use and maintain the Project owned by the Issuer in accordance with the Act and all other applicable federal and State laws, rules and regulations; the Issuer shall maintain and operate the Project owned by the Issuer in an efficient and economical manner, shall at all

times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

SECTION 9.12. Observance of and Compliance with Valid Requirements. The Issuer shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the Issuer shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Project. The Issuer shall not, except as otherwise permitted in Sections 9.23 and 9.24 of this Article, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

SECTION 9.13. Payment of Operating or Maintenance Costs by State or Others. The Issuer may permit the United States of America, the State, the Town, the County or any of their agencies, departments or political subdivisions to pay all or any part of the cost of maintaining, repairing and operating the Project out of funds other than Pledged Revenues.

SECTION 9.14. Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

(a) Except as otherwise provided in subsection (d) of this Section, the Issuer will carry or cause to be carried, in respect of each Project, comprehensive general liability insurance (covering bodily injury and property damage) issued by one or more insurance companies authorized and qualified to do business under the laws of the State, in such amounts as is customary for similar operations, or as is more specifically set forth herein below.

(b) At all times, to the extent commercially available, the Issuer shall maintain a practical insurance program, with reasonable terms, conditions, provisions and costs which the District Manager determines will afford adequate protection against loss caused by damage to or destruction of any component of the Project owned by the Issuer. Limits for such coverage will be subject to the Consulting Engineer's recommendations which are to be provided in an annual report, as required by Section 9.21 hereof. The Issuer shall also, at all times, maintain a practical comprehensive general liability insurance program with respect to the Project for such coverage, with such reasonable terms, conditions, provisions and costs as the District Manager determines will afford adequate protection against bodily injury and property damage.

All insurance policies of the Issuer relating to the Project shall be carried with companies authorized to do business in the State, with a Best rating of no less than "A" as to management and Class "V" as to financial strength; provided, however, that if, in the opinion of the District Manager, adequate insurance protection under reasonable terms, conditions, provisions and cost cannot be purchased from an insurance company with the above-designated ratings, then the District Manager, on behalf of the Issuer, may secure such insurance protection as the Issuer determines to be in its best interests and otherwise consistent with this Master Indenture and any Supplemental Indenture; provided further, however, that the Issuer may act as a self-insurer in accordance with the requirements of subsection (d) hereof. All policies providing the insurance coverages required by this Section shall designate the Issuer as the loss-payee and shall be made payable to the Issuer.

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of the Project or any part thereof are hereby pledged by the Issuer as security for the related Series of Bonds and shall be deposited at the option of the Issuer, but subject to the limitations hereinafter described, either (i) into a separate subaccount within the Acquisition and Construction Fund to be established by the Trustee for such purpose, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII hereof. The Issuer shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the Issuer within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the Issuer may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the Issuer will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the Issuer may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

(d) The Issuer shall be entitled to provide all or a portion of the insurance coverage required by subsections (a) and (b) of this Section through Qualified Self Insurance, provided that the requirements hereinafter set forth in this subsection (d) are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a company or association in which the Issuer has a material interest or of which the Issuer has control, either singly or with others.

Each plan of Qualified Self Insurance shall be in written form, shall provide that upon the termination of such plan reserves will be established or insurance acquired in amounts adequate to cover any potential retained liability in respect of the period of self insurance, and shall be reviewed annually by the District Manager or registered actuary who shall deliver to the Issuer a report on the adequacy of the reserves established thereunder in light of claims made. If the District Manager or registered actuary determines that such reserves are inadequate in light of the claims made, he shall make recommendations as to the amount of reserves that should be established and maintained, and the Issuer shall comply with such recommendations.

(e) Copies of all recommendations and approvals made by the Consulting Engineer under the provisions of this Section shall be filed with the District Manager.

SECTION 9.15. Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 9.14 of this Article shall be available at the offices of the Issuer at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The Issuer covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the Issuer or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

Any appraisal or adjustment of any loss or damage under any policy of insurance required under the Indenture, whether such policy is payable to the Issuer or to the Trustee, and any settlement or payment of indemnity under any such policy which may be agreed upon by the Issuer and any insurer shall be evidenced by a certificate, signed by the District Manager approved by the Consulting Engineer, and filed with the Trustee. The Trustee shall in no way be liable or responsible for the collection of insurance moneys in case of any loss or damage.

SECTION 9.16. Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the Issuer or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

SECTION 9.17. Books, Records and Annual Reports. The Issuer shall keep proper books of record and account in accordance with Generally Accepted Accounting Principles (separate from all other records and accounts) consistently applied and consistent with the provisions of this Master Indenture and any Supplemental Indenture, in which complete and correct entries shall be made of its transactions relating to the Project, and which, together with all other books and records of the Issuer, including, without limitation, insurance policies, relating to the Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

SECTION 9.18. [Reserved].

SECTION 9.19. Employment of Certified Public Accountant. The Issuer shall employ or cause to be employed as required a Certified Public Accountant to perform accounting and auditing functions and duties required by the Act and this Master Indenture and any Supplemental Indenture.

SECTION 9.20. Establishment of Fiscal Year, Annual Budget. The Issuer has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the Issuer shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established by Certified

Resolution of the Issuer and is filed with the Trustee to hold solely as a repository and with no duty to review the contents thereof.

On or before the first day of each Fiscal Year the Issuer shall adopt a final Annual Budget with respect to the Project for such Fiscal Year for the payment of anticipated operating and maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. If for any reason the Issuer shall not have adopted the Annual Budget with respect to the Project on or before the first day of any Fiscal Year, the Annual Budget for the preceding Fiscal Year shall, until the adoption of the new Annual Budget, be deemed in force for the ensuing Fiscal Year. The Issuer may at any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Master Indenture and any Supplemental Indenture. Copies of such amended or supplemental Annual Budget shall be mailed by the Issuer to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.21. Employment of Consulting Engineer; Consulting Engineer's Report.

(a) The Issuer shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

(b) The Issuer shall cause the Consulting Engineer to make an inspection of any portions of the Project owned by the Issuer at least once in each Fiscal Year and, on or before the first day of July in each Fiscal Year, to submit to the Board a report setting forth (i) its findings as to whether such portions of the Project owned by the Issuer have been maintained in good repair, working order and condition, (ii) its recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purpose and (iii) the insurance to be carried under the provisions of Section 9.14 hereof and the amount that should be set aside monthly for the purpose of paying insurance premiums which fall due less often than monthly.

Promptly after the receipt of such reports by the Issuer, copies thereof shall be mailed by the Issuer to all Bondholders who shall have filed their names and addresses with the Secretary of the Board for such purpose.

SECTION 9.22. Audit Reports. The Issuer covenants to keep accurate records and books of account with respect to the Project, and covenants that, no later than 270 days after the end of each Fiscal Year, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the Issuer and any security held therefor and any investments thereof. Copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed by said Secretary to the Consulting Engineer and to all Bondholders who shall have filed their names and addresses with him for such purpose.

SECTION 9.23. Covenant Against Sale or Encumbrance; Exceptions. The Issuer covenants that, (a) except for those improvements comprising the Project that are to be conveyed by the Issuer to the Town, the County, the State Department of Transportation or another governmental entity, as to which no assessments of the Issuer will be imposed and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber the Project, or any part thereof. Subject to the provisions of Section 9.29 hereof, the Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the related Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the Issuer shall be deposited to the credit of the related Series Account in the Acquisition and Construction Fund.

Upon any sale of property relating to the Project, the aggregate of which in any thirty (30) day period exceeds Fifty Thousand Dollars (\$50,000) under the provisions of this Section, the Issuer shall provide written notice to the Trustee of the property so sold and the amount and disposition of the proceeds thereof.

Subject to obtaining an opinion of Bond Counsel that such action will not adversely affect the exclusion of interest on the Bonds for federal income tax purposes, the Issuer may lease or grant easements, franchises or concessions for the use of any part of the Project not incompatible with the maintenance and operation thereof, if the Consulting Engineer shall approve such lease, easement, franchise or concession in writing, and the net proceeds of any such lease, easement, franchise or concession (after the making of provision for payment from said proceeds of all costs incurred in financing, constructing, operating, maintaining or repairing such leases, easements, franchises or concessions) shall be deposited as received to the credit of related Series Account in the Acquisition and Construction Fund.

SECTION 9.24. No Loss of Lien on Pledged Revenue. The Issuer shall not do or omit to do, or suffer to be done or omit to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee under any arbitrage rebate agreement.

SECTION 9.25. Compliance with Other Contracts and Agreements. The Issuer shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the Issuer enters into in connection with the Project and the issuance of the Bonds.

SECTION 9.26. Issuance of Additional Obligations. The Issuer shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues, except in the ordinary course of business.

SECTION 9.27. Extension of Time for Payment of Interest Prohibited. The Issuer shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any

arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the Issuer, shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

SECTION 9.28. Further Assurances. The Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

SECTION 9.29. Use of Bond Proceeds to Comply with Internal Revenue Code. The Issuer covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes ("Tax-Exempt Bonds") which would cause such Bonds to be "arbitrage bonds" as that term is defined in Section 148 of the Code or "private activity bonds" as that term is defined in Section 141, of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Tax-Exempt Bonds. The Issuer hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of Tax-Exempt Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds.

SECTION 9.30. Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the Issuer shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the Issuer to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

SECTION 9.31. Bankruptcy or Insolvency of Landowner. For purposes of this Section 9.31, (a) each Series of Bonds secured by and payable from Special Assessments levied against property owned by any Insolvent Taxpayer (defined below) are collectively referred to herein as the "Affected Bonds" and (b) the Special Assessments levied against any Insolvent Taxpayer's property and pledged under one or more Supplemental Indentures as security for the Affected Bonds are collectively referred to herein as the "Affected Special Assessments".

The provisions of this Section 9.31 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to the Affected Special Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"). For

as long as any Affected Bonds remain Outstanding, in any Proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments, the Issuer shall be obligated to act in accordance with any direction from the Trustee with regard to all matters directly or indirectly affecting at least three percent (3%) of the Outstanding aggregate principal amount of the Affected Bonds or for as long as any Affected Bonds remain Outstanding, in any proceeding involving the Issuer, any Insolvent Taxpayer, the Affected Bonds or the Affected Special Assessments or the Trustee. The Issuer agrees that it shall not be a defense to a breach of the foregoing covenant that it has acted upon advice of counsel in not complying with this covenant.

The Issuer acknowledges and agrees that, although the Affected Bonds were issued by the Issuer, the Owners of the Affected Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer: (a) the Issuer hereby agrees that it shall follow the direction of the Trustee in making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture; (b) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Affected Special Assessments, the Affected Bonds or any rights of the Trustee under the Indenture that is inconsistent with any direction from the Trustee; (c) to the extent permitted by law, the Trustee shall have the right, but is not obligated to, (i) vote in any such Proceeding any and all claims of the Issuer, or (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the Issuer, including without limitation, motions seeking relief from the automatic stay, dismissal the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing. If the Trustee chooses to exercise any such rights, the Issuer shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the Bankruptcy Code and (d) the Issuer shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the Issuer claim and rights with respect to the Affected Special Assessments or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Affected Special Assessments, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

SECTION 9.32. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement.

Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the Issuer or any developer of District Lands (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Bonds of a Series and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under this Section 9.32. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

SECTION 10.01. Events of Default and Remedies. Except to the extent otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, events of default and remedies with respect to each Series of Bonds shall be as set forth in this Master Indenture.

SECTION 10.02. Events of Default Defined. Each of the following shall be an "Event of Default" under the Indenture, with respect to a Series of Bonds:

(a) if payment of any installment of interest on any Bond of such Series is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond of such Series is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the Issuer, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, as determined by the Majority Holder of such Series of Bonds; or

(d) if the Issuer proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the Issuer or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the Issuer and if such is not vacated, dismissed or stayed on appeal within thirty (30) days; or

(e) if the Issuer defaults in the due and punctual performance of any other covenant in the Indenture or in any Bond of such Series issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Holder of the Outstanding Bonds of such

Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Issuer shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

(f) written notice shall have been received by the Trustee from a Credit Facility Issuer securing Bonds of such Series that an event of default has occurred under the Credit Facility Agreement, or there shall have been a failure by said Credit Facility Issuer to make said Credit Facility available or to reinstate the interest component of said Credit Facility in accordance with the terms of said Credit Facility, to the extent said notice or failure is established as an event of default under the terms of a Supplemental Indenture; or

(g) if at any time the amount in the Debt Service Reserve Fund or any account therein is less than the Debt Service Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to pay debt service on any Series of Bonds and such amount has not been restored within thirty (30) days of such withdrawal; or

(h) if at any time after eighteen months following issuance of the related series of Bonds, more than twenty percent (20%) of the "maintenance special assessments" levied by the Issuer on the District Lands upon which the Special Assessments are levied to secure one or more Series of Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid, when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the Issuer before recognizing that an Event of Default under (c) above has occurred.

SECTION 10.03. No Acceleration; Redemption. No Series of Bonds issued under this Master Indenture shall be subject to acceleration. Upon occurrence and continuance of an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII hereof shall occur unless all of the Bonds of the Series where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series of Bonds agree to such redemption; provided however nothing in this Section 10.03 shall prevent a pro rata default distribution pursuant to Section 10.12 herein.

SECTION 10.04. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of this Master Indenture or any other provision of this Master Indenture to the contrary, the following provisions shall apply with respect to the Special Assessments securing a Series of Bonds and such Series of Bonds.

If any property shall be offered for sale for the nonpayment of any Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the Issuer for an amount equal to the balance due on the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the Issuer and the Issuer shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the applicable Series of

Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Holder, but shall not be obligated, to direct the Issuer with respect to any action taken pursuant to this Section. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Revenue Account. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as Trustee for the Owners of the applicable Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Holder.

SECTION 10.05. Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Holder of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the Issuer to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds of such Series and to perform its or their duties under the Act;

(b) bring suit upon the Series of Bonds;

(c) by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the Holders of the Bonds of such Series;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds of such Series; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series of Bonds.

SECTION 10.06. Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, the Issuer, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

SECTION 10.07. Bondholders May Direct Proceedings. Subject to Section 10.08 below, the Majority Holder of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the Indenture.

SECTION 10.08. Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Holder of the Outstanding Bonds of the applicable Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including attorneys' fees, costs and

expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

SECTION 10.09. Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

SECTION 10.10. Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 10.11. Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.12. Application of Moneys in Event of Default. Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following order of priority:

(a) to the payment of the costs of the Trustee and Paying Agent incurred in connection with actions taken under this Article X with respect to such Series of Bonds, including counsel fees, costs and expenses and any disbursements of the Trustee and the Paying Agent and payment of unpaid fees owed to the Trustee, the Registrar or the Paying Agent.

(b) unless the principal of all the Bonds of such Series shall have become or shall have been declared due and payable:

FIRST, to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND, to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

(c) if the principal of all Bonds of a Series shall have become or shall have been declared due and payable, to the payment of principal or Redemption Price (as the case may be) and interest then owing on the Bonds of such Series and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or Redemption Price and interest ratably, without preference or priority of one Bond of such Series over another or of any installment of interest over any other installment of interest.

Any surplus remaining after the payments described above shall be paid to the Issuer or to the Person lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

For purposes of the application of moneys described above, to the extent payments of principal of and interest on a Series of Bonds shall have been made under a Credit Facility relating thereto, the Credit Facility Issuer shall be entitled to moneys in the related Series Accounts in the Debt Service Fund in accordance with the agreement pursuant to which such Credit Facility has been issued (but subject to subsection (a) hereof and Section 11.04 hereof) and the Certified Resolution of the Issuer authorizing the issuance of such Bonds to which such Credit Facility relates.

SECTION 10.13. Trustee's Right to Receiver; Compliance with Act. During the continuance of an Event of Default, the Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 10.14. Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article to provide such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State. It is further intended that, insofar as lawfully possible, the provisions of this Article X shall apply to and be binding upon any receiver appointed in accordance with Section 10.13 hereof.

SECTION 10.15. Credit Facility Issuer's Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, if any Event of Default, other than Events of Default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If

the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

ARTICLE XI THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

SECTION 11.01. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee. The Trustee further agrees to assist the Issuer in complying with the procedures and covenants of the Issuer contained in any arbitrage rebate agreement to which the Issuer is a party and which specifically pertain to the Trustee for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, to the extent applicable.

SECTION 11.02. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture or in the Bonds, save only the Trustee's Certificate of Authentication, if any, upon the Bonds, have been made by the Issuer and not by the Trustee and the Trustee shall be under no responsibility for the correctness thereof.

SECTION 11.03. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of Counsel concerning all questions hereunder and the advice of such Counsel or any opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon; the Trustee shall not be answerable for the default or misconduct of any attorney or agent selected and supervised by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture and any Supplemental Indenture nor for anything whatever in connection with the trust hereunder, except only its own negligence or willful misconduct. The Trustee shall not be accountable for the use or application of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this Indenture. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds. None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software)

or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 11.04. Compensation and Indemnity. The Issuer shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct or negligence. If the Issuer defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by the Trustee or coming into its hands but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall promptly provide to the Issuer a periodic report of any moneys the Trustee has deducted for amounts owing to it. This Section 11.04 shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

SECTION 11.05. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the Issuer to require or effect or renew insurance or to report or file claims of loss thereunder.

SECTION 11.06. Notice of Default; Right to Investigate. The Trustee shall give written notice by Electronic Means or first-class mail to registered Holders of a Series of Bonds of all defaults known to the Trustee, unless such defaults have been remedied (the term "defaults" for purposes of this Section and Section 11.07 being defined to include the events specified as "Events of Default" in Article X hereof, but not including any notice or periods of grace provided for therein); provided that, except in the case of a default in payment of principal or interest or Redemption Price, the Trustee may withhold such notice so long as it in good faith determines that such withholding is in the interest of the Bondholders. The Trustee shall not be deemed to have notice of any default other than a payment default under this Master Indenture and any Supplemental Indenture or a notification by a Credit Facility Issuer of a default under its Credit Facility, unless notified in writing of such default by the Majority Holder of the Outstanding Bonds of a Series. The Trustee may, however, at any time require of the Issuer full information as to the performance of any covenant hereunder, and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the Issuer, an investigation into the affairs of the Issuer.

SECTION 11.07. Obligation to Act on Defaults. The Trustee shall be under no obligation to take any action in respect of any default or otherwise, unless it is requested in writing to do so by the Majority Holder of the Outstanding Bonds which are or would be, upon the taking of such action, subject to remedial proceedings under Article X of this Master Indenture if in its opinion such action may tend to involve expense or liability, and unless it is also furnished with indemnity satisfactory to it.

SECTION 11.08. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, electronic mail, facsimile transmission, request, consent, waiver, certificate, statement, affidavit, voucher, bond, or other paper or document which it in good faith believes to be genuine and to have been passed, signed or given by the persons purporting to be authorized (which in the case of the Issuer shall be a Responsible Officer) or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture and any Supplemental Indenture; the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

SECTION 11.09. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture and any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the Issuer; provided, however, that if the Trustee determines that any such relation is in conflict with its duties under this Master Indenture and any Supplemental Indenture, it shall eliminate the conflict or resign as Trustee.

SECTION 11.10. Construction of Ambiguous Provisions. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture and any Supplemental Indenture, and except as otherwise provided in Article XIII of this Master Indenture, any construction by the Trustee shall be binding upon the Bondholders. The Trustee shall give prompt notice to the Issuer of any intention to make such construction.

SECTION 11.11. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture and all Supplemental Indentures by written resignation filed with the Secretary of the Issuer not less than sixty (60) days before the date when such resignation is to take effect. Notice of such resignation shall be sent by Electronic Means or first-class mail to each Bondholder as its name and address appears on the Bond Register and to any Paying Agent, Registrar and Credit Facility Issuer, if any, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing, such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within ninety (90) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed. Notice of such resignation shall also be given to any rating agency that shall then have in effect a rating on any of the Bonds.

SECTION 11.12. Removal of Trustee. The Trustee may be removed at any time by either (a) the Issuer, if no default exists under this Master Indenture or any Supplemental Indenture, or (b) an instrument or concurrent instruments in writing, executed by the Majority Holder of the Bonds then Outstanding and filed with the Issuer. A photographic copy of any instrument or instruments filed with the Issuer under the provisions of this paragraph, duly certified by a Responsible Officer, shall be delivered promptly by the Issuer to the Trustee and to any Paying Agent, Registrar and Credit Facility Issuer, if any.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Majority Holder of the Bonds then Outstanding or the Trustee may petition a court of competent jurisdiction for the appointment of a successor trustee.

SECTION 11.13. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the Issuer shall appoint a successor and shall mail notice of such appointment by Electronic Means or first-class mail to each Bondholder as its name and address appear on the Bond Register, and to the Paying Agent, Registrar, Credit Facility Issuer, if any, and any rating agency that shall then have in effect a rating on any of the Bonds. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation or removal as the date when such resignation or removal was to take effect, the Majority Holder of all Bonds then Outstanding may appoint a successor Trustee or the Trustee may petition a court of competent jurisdiction for the appointment of a successor trustee.

SECTION 11.14. Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

SECTION 11.15. Instruments of Succession. Subject to Section 11.16 hereof, any successor Trustee shall, subject to Section 11.16 hereof, execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder and thereupon, such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. The Trustee ceasing to act hereunder, after deducting all amounts owed to the Trustee, shall pay over to the successor Trustee all moneys held by it hereunder and, upon written request of the successor Trustee, the Trustee ceasing to act and the Issuer shall execute and deliver an instrument or instruments prepared by the Issuer transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the predecessor Trustee, except for its rights under Section 11.04 hereof.

SECTION 11.16. Merger of Trustee. Any corporation, purchaser or entity into which any Trustee hereunder may be merged or with which it may be consolidated, or any corporation, purchaser or entity resulting from any merger or consolidation to which any Trustee hereunder shall be a party, or any corporation, purchaser or entity that acquires the Trust Accounts of any Trustee hereunder, shall be the successor Trustee under this Master Indenture and all Supplemental Indentures, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation, purchaser or entity continuing to act as Trustee hereunder shall meet the requirements of Section 11.14 hereof, and if such corporation, purchaser or entity does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article XI. The Trustee may not resign as the Paying Agent or the Registrar without resigning as Trustee. The

Trustee shall provide prompt written notice following the transaction(s) contemplated by this Section.

SECTION 11.17. Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09, 11.10 and 11.16 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

SECTION 11.18. Resignation of Paying Agent or Registrar. The Paying Agent or Registrar may resign and be discharged of the duties created by this Master Indenture and all Supplemental Indentures by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the Issuer, the Trustee, and any rating agency that shall then have in effect a rating on any of the Bonds, not less than forty-five (45) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation not less than three (3) weeks prior to such resignation date to the Bondholders, mailed to their addresses as such appear in the Bond Register. Such resignation shall take effect on the date specified in such instrument and notice, but only if a successor Paying Agent or Registrar shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Registrar. If the successor Paying Agent or Registrar shall not have been appointed within a period of ninety (90) days following the giving of notice, then the Paying Agent or Registrar shall be authorized to petition any court of competent jurisdiction to appoint a successor Paying Agent or Registrar as provided in Section 11.22 hereof.

SECTION 11.19. Removal of Paying Agent or Registrar. The Paying Agent or Registrar may be removed at any time prior to any Event of Default by the Issuer by filing with the Paying Agent or Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by the Issuer appointing a successor, or an instrument or instruments in writing designating, and accompanied by an instrument or appointment by the Issuer of, such successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until the successor Paying Agent or Registrar appointed hereunder shall execute, acknowledge and deliver to the Issuer an instrument accepting such appointment hereunder.

SECTION 11.20. Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the Issuer; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the Issuer. After any such appointment, notice of such appointment shall be given by the Issuer to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. Any new

Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

SECTION 11.21. Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (i) authorized by law to perform all the duties imposed upon it by this Master Indenture and all Supplemental Indentures and (iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$50,000,000.

SECTION 11.22. Judicial Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall resign and no appointment of a successor Paying Agent or Registrar shall be made pursuant to the foregoing provisions of this Master Indenture prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the retiring Paying Agent or Registrar may forthwith apply to a court of competent jurisdiction for the appointment of a successor Paying Agent or Registrar. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Paying Agent or Registrar. Notice of such appointment shall be given by the Successor Registrar or Paying Agent to the Issuer, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. In the absence of such an appointment, the Trustee shall become the Registrar or Paying Agent, or and shall so notify the Issuer, any rating agency that shall have issued a rating on the Bonds, and all Bondholders.

SECTION 11.23. Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, such predecessor Paying Agent or Registrar and the Issuer shall, after payment of its fees and expenses, execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder, except for its rights under Section 11.04 hereof, as applicable, pursuant to Section 11.17 hereof, of such predecessor Paying Agent or Registrar and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

SECTION 11.24. Successor by Merger or Consolidation. Any corporation, purchaser or entity into which any Paying Agent or Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation, purchaser or entity resulting from any merger or consolidation to which any Paying Agent or Registrar hereunder shall be a party, or any corporation, purchaser or entity which shall have purchased substantially all of the bond administration business of the corporate trust department shall be the successor Paying Agent or Registrar under this Master Indenture and all Supplemental Indentures without the execution or filing of any paper or any further act on the part of the parties thereto, anything in this Master Indenture or any Supplemental Indenture to the contrary notwithstanding.

SECTION 11.25 Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a

non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 11.26 Signatures. All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent to the Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provided by the Issuer (or such other digital signature provider as specified in writing to the Trustee by the authorized representative), in English.

ARTICLE XII ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

SECTION 12.01. Acts of Bondholders; Evidence of Ownership of Bonds. Any action to be taken by Bondholders may be evidenced by one or more concurrent written instruments of similar tenor signed or executed by such Bondholders in person or by an agent appointed in writing. The fact and date of the execution by any person of any such instrument may be provided by acknowledgment before a notary public or other officer empowered to take acknowledgments or by an affidavit of a witness to such execution. Any action by the Owner of any Bond shall bind all future Owners of the same Bond in respect of anything done or suffered by the Issuer, Trustee, Paying Agent or Registrar in pursuance thereof.

ARTICLE XIII AMENDMENTS AND SUPPLEMENTS

SECTION 13.01. Amendments and Supplements Without Bondholders' Consent. This Master Indenture and any Supplemental Indenture may be amended or supplemented, from time to time, without the consent of the Bondholders, by a Supplemental Indenture authorized by a Certified Resolution of the Issuer filed with the Trustee, for one or more of the following purposes:

(a) to add additional covenants of the Issuer or to surrender any right or power herein conferred upon the Issuer;

(b) for any purpose not inconsistent with the terms of the related Indenture, or to cure any ambiguity or to cure, correct or supplement any defective provision (whether because of any inconsistency with any other provision hereof or otherwise) of the related Indenture, in such manner as shall not impair the security hereof or thereof or adversely affect the rights and remedies of the Bondholders;

(c) to provide for the execution of any and all contracts and other documents as may be required in order to effectuate the conveyance of any Project to the State, the Town, the County or any department, agency or branch thereof, or any other unit of government of the State, provided, however, that the Issuer shall have caused to be delivered to the Trustee an opinion of Bond Counsel stating that such conveyance shall not impair the security hereof or adversely affect the rights and remedies of the Bondholders; and

(d) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190 and 197, Florida Statutes, so long as, in the opinion of counsel to the Issuer, such changes either: (i) do not have a material adverse effect on the Holders of the Bonds; or (ii) if such changes do have an adverse effect, that they nevertheless are required to be made as a result of such amendments.

SECTION 13.02. Amendments with Bondholders' Consent. Subject to the provisions of Section 13.01 hereof, this Master Indenture and any Supplemental Indenture may be amended by the Issuer from time to time by a Supplemental Indenture approved by the Majority Holder of the Bonds then Outstanding in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture including, but not limited to, any material amendment to the Special Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of any Bonds, (c) this Article XIII and (d) the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds to be so amended.

SECTION 13.03. Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any Supplemental Indenture or amendment permitted by this Article XIII and in so doing may request, at the expense of the Issuer, and receive and rely on a written opinion of Bond Counsel that such Supplemental Indenture or amendment is so permitted and has been duly authorized by the Issuer, that all things necessary to make it a valid and binding agreement have been done and an opinion of Bond Counsel that such Supplemental Indenture or amendment will not adversely affect the exclusion from gross income of interest on any Series of Tax-Exempt Bonds secured thereunder.

ARTICLE XIV DEFESANCE

SECTION 14.01. Defeasance. When interest on, and principal or Redemption Price (as the case may be) of, the Bonds of a Series or any portion thereof to be defeased have been paid, or there shall have been deposited with the Trustee or such other escrow agent designated in a Certified Resolution of the Issuer (the "Escrow Agent") moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to fully pay (i) such Bonds of a Series or portion thereof to be defeased, and (ii) any other sums payable hereunder by the Issuer, includes the Trustee's fees and expenses, the right, title and interest of the Trustee with respect to such Bonds of a Series or portion thereof to be defeased shall thereupon cease, the lien of the Indenture on the Pledged Revenues, and the Funds and Accounts established under the Indenture shall be defeased and discharged, and the Trustee, on demand of the Issuer, shall release the Indenture as to such Bonds of a Series or portion thereof to be so defeased and shall execute such documents to evidence such release as may be reasonably required by the Issuer and shall turn over to the Issuer or to such Person, body or authority as may be entitled to receive the same all balances remaining in any Series Funds and Accounts upon the defeasance in whole of all of the Bonds of a Series.

SECTION 14.02. Deposit of Funds for Payment of Bonds. If the Issuer deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the Issuer with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the Issuer shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Escrow Agent (i) a verification from a firm of independent certified public accountants stating that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds, and (ii) an opinion of Bond Counsel that such deposit and payment will not adversely affect the exclusion from gross income of interest on any defeased Tax-Exempt Bonds, and that the lien of the Owners of the defeased Bonds under this Indenture is discharged.

Money so deposited with the Escrow Agent which remains unclaimed two (2) years after the date payment thereof becomes due shall, upon request of the Issuer, if the Issuer is not at the time to the knowledge of the Escrow Agent in default with respect to any covenant in the Indenture or the Bonds of the Series contained, be paid to the Issuer; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Issuer; provided, however, that the Escrow Agent, before making payment to the Issuer, may, at the expense of the Issuer, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the Issuer after a specified date.

ARTICLE XV
MISCELLANEOUS PROVISIONS

SECTION 15.01. Limitations on Recourse. No personal recourse shall be had for any claim based on this Master Indenture or any Supplemental Indenture or the Bonds against any member of the Board of the Issuer, officer, employee or agent, past, present or future, of the Issuer or of any successor body as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

The Bonds of each Series are payable solely from the Pledged Revenues, and any other moneys held by the Trustee under the Indenture for such purpose. There shall be no other recourse under the Bonds, the Indenture or otherwise, against the Issuer or any other property now or hereafter owned by it.

SECTION 15.02. Payment Dates. In any case where an Interest Payment Date or the maturity date of the Bonds or the date fixed for the redemption of any Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 15.03. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Bonds.

SECTION 15.04. Illegal Provisions Disregarded. If any term of Master Indenture or any Supplemental Indenture or the Bonds or the application thereof for any reason or circumstances shall to any extent be held invalid or unenforceable, the remaining provisions or the application of such terms or provisions to Persons and situations other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision hereof and thereof shall be valid and enforced to the fullest extent permitted by law.

SECTION 15.05. Substitute Notice. If for any reason it shall be impossible to make publication of any notice required hereby in a newspaper or newspapers, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 15.06. Notices. Any notice, demand, direction, request or other communication authorized or required by this Master Indenture or any Supplemental Indenture to be given to or filed with the Issuer or the Trustee (each a "Notice") shall be in writing and shall be delivered, by Electronic Means or first-class mail, postage prepaid, or by overnight delivery service, addressed as follows:

(a) As to the Issuer -

Water Tank Road Community Development District
c/o Governmental Management Services -
Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801
Attention: Jillian Burns, District Manager

with a copy to –

Kilinski | Van Wyk PLLC
2016 Delta Blvd., Ste #101
Tallahassee, FL 32303
Phone: 850.566.7618
Attention: Jennifer Kilinski

(b) As to the Trustee -

U.S. Bank Trust Company, National Association
500 W. Cypress Creek Rd., Ste #460
Fort Lauderdale, Florida 33309
Attention: Scott A. Schuhle

Except as otherwise provided in this Master Indenture or any Supplemental Indenture, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-Business Day, shall be deemed received on the next Business Day. If any time for giving Notice contained in this Master Indenture or any Supplemental Indenture would otherwise expire on a non-Business Day, the Notice period shall be extended to the next succeeding Business Day. Counsel for the Issuer and counsel for the Trustee may deliver Notice on behalf of the Issuer and the Trustee, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

All documents received by the Trustee under the provisions of this Master Indenture or any Supplemental Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the Issuer, any Consultant, any Bondholder and the agents and representatives thereof as evidenced in writing.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by the Issuer by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Issuer shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall

not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 15.07. Controlling Law. This Master Indenture and all Supplemental Indentures shall be governed by and construed in accordance with the laws of the State.

SECTION 15.08. Successors and Assigns. All the covenants, promises and agreements in this Master Indenture and all Supplemental Indentures contained by or on behalf of the Issuer or by or on behalf of the Trustee shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 15.09. Headings for Convenience Only. The table of contents and descriptive headings in this Master Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 15.10. Counterparts. This Master Indenture and any Supplemental Indentures may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 15.11. Appendices and Exhibits. Any and all appendices or exhibits referred to in and attached to this Master Indenture are hereby incorporated herein and made a part hereof for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Water Tank Road Community Development District has caused this Master Indenture to be executed by the Chair of its Board and its corporate seal to be hereunto affixed, attested by the Secretary or Assistant Secretary of its Board and U.S. Bank Trust Company, National Association has caused this Master Indenture to be executed by one of its authorized signatories and, in the case of the District, its seal to be hereunto affixed, all as of the day and year first above written.

[SEAL]

**WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

By: _____
Jill Burns
Secretary, Board of Supervisors

By: _____
[]
Chair, Board of Supervisors

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as
Trustee, Paying Agent and Registrar**

By: _____
Scott A. Schuhle
Vice President

EXHIBIT A

LEGAL DESCRIPTION OF WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT

The present boundaries of Water Tank Road Community Development District are as follows:

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°30'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°21'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 289 ACRES MORE OR LESS.

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project includes the planning, financing, acquisition, construction, reconstruction, equipping and installation of the following public infrastructure improvements and associated professional fees and incidental costs related thereto pursuant to Chapter 190, Florida Statutes, as amended, including, without limitation, the items listed below, all of which is described in more detail in the Water Tank Road Community Development District Engineer's Report, dated March 12, 2024, prepared by Dewberry Engineers, Inc.:

Estimated Construction	PHASE 1		PHASE 2		PHASE 3		TOTAL
	2025-2027		2026-2028		2027-2029		
	40'	50'	40'	50'	40'	50'	
Lot Type							
# of Lots	369	213	253	163	178	130	1306
OffSite Improvements (1)(5)(7)(10)	\$1,615,482	\$932,514	\$1,107,634	\$713,614	\$779,284	\$589,140	\$5,717,668
Stormwater Management (1)(2)(3)(5)(6)(7)(10)	\$5,449,171	\$3,145,456	\$3,736,152	\$2,407,086	\$2,626,597	\$1,919,762	\$19,286,224
Utilities (Water, Sewer, & Reuse) (1)(5)(7)(9)(10)	\$4,885,176	\$2,819,898	\$3,349,457	\$2,157,950	\$2,356,535	\$1,721,065	\$17,290,082
Roadway (1)(4)(5)(7)(10)	\$2,434,957	\$1,405,544	\$1,669,496	\$1,075,604	\$1,174,586	\$857,844	\$8,618,033
Entry Feature (1)(7)(8)(9)(10)	\$300,000	\$250,000	\$50,000	\$50,000	\$50,001	\$50,002	\$750,003
Parks and Amenities (1)(7)(10)	\$930,618	\$537,186	\$638,086	\$411,086	\$448,916	\$327,860	\$3,293,732
SUBTOTAL CONSTRUCTION	\$15,615,494	\$9,090,599	\$10,550,805	\$6,815,341	\$7,437,919	\$5,445,673	\$54,955,742
General Consulting (Engr & Legal) @ 10%	\$1,561,548.40	\$909,059.91	\$1,055,080.55	\$681,534.11	\$743,791.95	\$544,567.28	\$5,495,574
Contingency @ 10%	\$1,717,694.44	\$999,965.90	\$1,160,988.60	\$749,687.52	\$818,171.14	\$599,024.01	\$6,045,132
TOTAL	\$18,894,638.89	\$10,999,624.89	\$12,766,474.63	\$8,246,562.71	\$8,999,892.57	\$6,589,264.09	\$66,496,448

Notes:

- (1) District to be constructed as three (3) phases.
- (2) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
- (3) Excludes grading of each lot in conjunction with home construction, which will be provided by homebuilder.
- (4) Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- (5) Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- (6) Includes subdivision infrastructure and civil/site engineering.
- (7) Stormwater does not include grading associated with building pads.
- (8) Estimates are based on 2024 cost.
- (9) Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- (10) CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the cost of undergrounding.
- (11) Estimates based on 1306 lots.
- (12) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

EXHIBIT C

[FORM OF BOND]

R- _____

\$ _____

**UNITED STATES OF AMERICA
STATE OF FLORIDA**

**WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BOND,
SERIES _____**

Interest Rate

Maturity Date

Date of Original Issuance

CUSIP

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Water Tank Road Community Development District (the "Issuer"), for value received, hereby promises to pay to the Registered Owner shown above or registered assigns, on the maturity date set forth above, from the sources hereinafter mentioned, the Principal Amount set forth above (with interest thereon at the Interest Rate per annum set forth above, computed on a 360-day year of twelve 30-day months). Principal of and interest on this Bond are payable by U.S. Bank Trust Company, National Association, in Fort Lauderdale, Florida, as paying agent (said U.S. Bank Trust Company, National Association and/or any bank or trust company to become successor paying agent being herein called the "Paying Agent"), made payable to the Registered Owner and mailed on each Interest Payment Date commencing _____ 1, 20__ to the address of the Registered Owner as such name and address shall appear on the registry books of the Issuer maintained by U.S. Bank Trust Company, National Association, as Registrar (said U.S. Bank Trust Company, National Association and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid (the "Record Date"), provided however presentation is not required for payment while the Bonds are registered in book-entry only form. Such interest shall be payable from the most recent Interest Payment Date next preceding the date of authentication hereof to which interest has been paid, unless the date of authentication hereof is a May 1 or November 1 to which interest has been paid, in which case from the date of authentication hereof, or unless such date of authentication is prior to _____ 1, 20__, in which case from the date of initial delivery or unless the date of authentication hereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner on such Record Date and may be paid to the person in whose name this Bond is registered at the

close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Paying Agent, notice whereof shall be given to Bondholders of record as of the fifth (5th) day prior to such mailing, at their registered addresses, not less than ten (10) days prior to such Special Record Date, or may be paid, at any time in any other lawful manner, as more fully provided in the Indenture (defined below). Any capitalized term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE INDENTURE AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE ISSUER, THE TOWN OF LAKE HAMILTON, FLORIDA (THE "TOWN"), POLK COUNTY, FLORIDA (THE "COUNTY"), THE STATE OF FLORIDA (THE "STATE"), OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE BONDS, EXCEPT THAT THE ISSUER IS OBLIGATED UNDER THE INDENTURE TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, SPECIAL ASSESSMENTS (AS DEFINED IN THE INDENTURE) TO SECURE AND PAY THE BONDS. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER, THE TOWN, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

This Bond is one of an authorized issue of Bonds of the Water Tank Road Community Development District, a community development district duly created, organized and existing under Chapter 190, Florida Statutes (the Uniform Community Development District Act of 1980), as amended (the "Act"), Ordinance No. O-24-05 enacted by the Town Council of the Town of Lake Hamilton, Florida (the "Town"), which became effective on March 5, 2024, designated as "Water Tank Road Community Development District Special Assessment Bonds, Series ___" (the "Bonds"), in the aggregate principal amount of _____ Dollars (\$) of like date, tenor and effect, except as to number. The Bonds are being issued under authority of the laws and Constitution of the State, including particularly the Act, to pay, among other things, the costs of constructing and/or acquiring a portion of the Project. (as defined in the herein referred to Indenture). The Bonds shall be issued as fully registered Bonds in Authorized Denominations, as set forth in the Indenture. The Bonds are issued under and secured by a Master Trust Indenture dated as of [_____] 1, 2024 (the "Master Indenture"), as amended and supplemented by a _____ Supplemental Trust Indenture dated as of _____ 1, 20__ (the "_____ Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Issuer and the Trustee, executed counterparts of which are on file at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida.

Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds issued under the Indenture, the operation and application of the Debt Service Fund and other Funds and Accounts (each as defined in the Indenture) charged with and pledged to the payment of the principal of, premium, if any, and the interest on the Bonds, the levy and the evidencing and certifying for collection, of Special Assessments, the nature and extent of the security for the Bonds, the terms and conditions on which the Bonds are issued, the rights, duties and obligations of the Issuer and of the Trustee under the Indenture, the conditions under which such Indenture may be amended without the consent of the

Registered Owners of the Bonds, the conditions under which such Indenture may be amended with the consent of the Majority Holders, and as to other rights and remedies of the Registered Owners of the Bonds.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

It is expressly agreed by the Registered Owner of this Bond that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer, the Town, the County, the State or any other political subdivision thereof, or taxation in any form of any real or personal property of the Issuer, the Town, the County, the State or any other political subdivision thereof, for the payment of the principal of, premium, if any, and interest on this Bond or the making of any other sinking fund and other payments provided for in the Indenture, except for Special Assessments to be assessed and levied by the Issuer as set forth in the Indenture.

By the acceptance of this Bond, the Registered Owner hereof assents to all the provisions of the Indenture.

This Bond is payable from and secured by Pledged Revenues, as such term is defined in the Indenture, all in the manner provided in the Indenture. The Indenture provides for the levy and the evidencing and certifying, of non-ad valorem assessments in the form of Special Assessments to secure and pay the Bonds.

The Bonds are subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Bonds shall be made on the dates specified below. Upon any redemption of Bonds other than in accordance with scheduled mandatory sinking fund redemption amounts, the Issuer shall cause to be recalculated and delivered to the Trustee revised mandatory sinking fund redemption amounts recalculated so as to amortize the Outstanding principal amount of Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds. The mandatory sinking fund redemption amounts as so recalculated shall not result in an increase in the aggregate of the mandatory sinking fund redemption amounts for all Bonds in any year. In the event of a redemption or purchase occurring less than 45 days prior to a date on which a mandatory sinking fund redemption amount is due, the foregoing recalculation shall not be made to mandatory sinking fund redemption amounts due in the year in which such redemption or purchase occurs, but shall be made to mandatory sinking fund redemption amounts for the immediately succeeding and subsequent years.

[Insert Optional, Mandatory, Sinking Fund and Extraordinary Mandatory Redemption Provisions from Series Supplemental Indenture]

Notice of Redemption

The Trustee shall cause notice of redemption to be mailed at least thirty (30) but not more than sixty (60) days prior to the date of redemption to all Registered Owners of Bonds to be

redeemed (as such owners appear on the books of the Registrar on the fifth (5th) day prior to such mailing) and to certain additional parties as set forth in the Indenture; provided, however, that failure to mail any such notice or any defect in the notice or the mailing thereof shall not affect the validity of the redemption of the Bonds for which such notice was duly mailed in accordance with the Indenture. If less than all of the Bonds shall be called for redemption, the notice of redemption shall specify the Bonds to be redeemed. On the redemption date, the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent and on such date interest shall cease to accrue, such Bonds shall cease to be entitled to any benefit under the Indenture and such Bonds shall not be deemed to be outstanding under the provisions of the Indenture and the Registered Owners of such Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price thereof. If the amount of funds so deposited with the Trustee, or otherwise available, is insufficient to pay the Redemption Price and interest on all Bonds so called for redemption on such date, the Trustee shall redeem and pay on such date an amount of such Bonds for which such funds are sufficient, selecting the Bonds to be redeemed by lot from among all such Bonds called for redemption on such date, and interest on any Bonds not paid shall continue to accrue, as provided in the Indenture.

Partial Redemption of Bonds. If less than all the Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of Bonds to be redeemed by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds pursuant to an optional redemption, such redemption shall be effectuated by redeeming Bonds of such maturities in such manner as shall be specified by the Issuer in writing, subject to the provisions of the Indenture. In the case of any partial redemption of Bonds pursuant to an extraordinary mandatory redemption, such redemption shall be effectuated by redeeming Bonds pro rata among the maturities, treating each date on which a mandatory sinking fund redemption amount is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds to be redeemed multiplied times a fraction the numerator of which is the principal amount of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds outstanding immediately prior to the redemption date.

This Bond shall initially be issued in the name of Cede & Co. as nominee for DTC, and so long as this Bond is held in book-entry-only form Cede & Co. shall be considered the Registered Owner for all purposes hereof, including the payment of the principal of and interest on this Bond. Payment to Direct Participants shall be the responsibility of DTC. Payments by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to individual Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants and not of DTC, the Issuer or the Trustee.

The Issuer shall keep books for the registration of the Bonds at the corporate trust office of the Registrar in Fort Lauderdale, Florida. Subject to the restrictions contained in the Indenture, the Bonds may be transferred or exchanged by the Registered Owner thereof in person or by his attorney duly authorized in writing only upon the books of the Issuer kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Issuer shall execute and

the Trustee shall authenticate and deliver a new Bond or Bonds in authorized form and in like aggregate principal amount in accordance with the provisions of the Indenture. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee, Paying Agent or the Registrar, duly executed by the Bondholder or his attorney duly authorized in writing. Transfers and exchanges shall be made without charge to the Bondholder, except that the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds. Neither the Issuer nor the Registrar on behalf of the Issuer shall be required (i) to issue transfer or exchange any Bond during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part.

The Issuer, the Trustee, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner thereof (whether or not such Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Issuer, the Trustee, the Paying Agent or the Registrar) for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer, the Trustee, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State applicable thereto, including particularly the Act, and that the issuance of this Bond, and of the issue of the Bonds of which this Bond is one, is in full compliance with all constitutional and statutory limitations or provisions.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by execution of the Trustee, or such other authenticating agent as may be appointed by the Trustee under the Indenture, of the certificate of authentication endorsed hereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Water Tank Road Community Development District has caused this Bond to be signed by the facsimile signature of the Chair of its Board of Supervisors and a facsimile of its seal to be imprinted hereon, and attested by the facsimile signature of the Secretary of its Board of Supervisors, all as of the date hereof.

**WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair, Board of Supervisors

(SEAL)

Attest:

By: _____
Secretary, Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within mentioned Indenture.

Date of Authentication: _____

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

STATEMENT OF VALIDATION

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Tenth Judicial Circuit of the State of Florida, in and for Hardee, Highlands and Polk Counties, Florida, rendered on the ___ day of _____, 20__.

Chair, Board of Supervisors

Secretary

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and
not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____
(Cust) (Minor)

Under Uniform Transfer to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Please insert social security or other identifying number of Assignee.

EXHIBIT D
FORM OF REQUISITION

WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 20 ____

The undersigned, a Responsible Officer of the Water Tank Road Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as trustee, dated as of [_____] 1, 2024, as supplemented by that certain _____ Supplemental Trust Indenture dated as of _____ 1, 20__ (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number:
- (2) Name of Payee pursuant to Acquisition Agreement:
- (3) Amount Payable:
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer,
or
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the property acquired or the services rendered, with respect to which disbursement is hereby requested.

**WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

Consulting Engineer

SECTION VI

SECTION A

SECTION 1

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Samantha Ham
Samantha Ham
Water Tank Road CDD
219 E Livingston ST
Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

04/03/2024, 04/10/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/10/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$8282.88

Order No: 9982621

of Copies:

Customer No: 1378566

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2024-27

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

NOTICE OF REGULAR MEETING OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors ("Board") of the Water Tank Road Community Development District ("District") will hold a public hearing on Wednesday, April 24, 2024, at 9:15 a.m., at the offices of the Cassidy Organization, located at 346 East Central Avenue, Winter Haven, Florida 33880 to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within the District, a depiction of which lands is shown below, and to provide for the levy, collection and enforcement of the special assessments. The streets and areas to be improved are geographically depicted below and in the *Water Tank Road Community Development District Engineer's Report*, dated March 12, 2024, as may be further amended the master project described therein, the "CIP". The public hearing is being conducted pursuant to Chapters 170, 190 and 197, Florida Statutes. A description of the property to be assessed and the amount to be assessed to each place or parcel of property may be ascertained at the office of the District Manager located at c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office").

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements expected to be funded by the District ("Improvements") are described in the CIP and are currently expected to include, but are not limited to, roadways, potable water distribution system, reclaimed water distribution system, wastewater system, landscape and hardscape, electrical distribution and street lights, amenities, environmental conservation/mitigation, and other improvements, all as more specifically described in the CIP, on file and available during normal business hours at the District Manager's Office. According to the CIP, the estimated cost of the Improvements, including contingency and professional services, is **\$66,496,448**.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the District's *Master Assessment Methodology for Water Tank Road Community Development District*, dated March 12, 2024, as may be amended and supplemented ("Assessment Report"), which is also on file and available during normal business hours at the District Manager's Office. The purpose of any such assessment is to secure the bonds issued to fund the Improvements.

As described in more detail in the Assessment Report, the District's assessments will be levied against all benefited lands within the District. The Assessment Report identifies maximum assessment amounts for each land use category that is currently expected to be assessed. The method of allocating assessments for the Improvements to be funded by the District will initially be determined on an equal assessment per gross acre basis and will be allocated on an equivalent residential unit ("ERU") basis at the time that such property is platted or subject to a site plan. Please consult the Assessment Report for a more detailed explanation of the methodology.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than **\$87,525,000** in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The proposed annual schedule of assessments is as follows:

Land Use	Total # of Units/ Acres	ERU Factor	Proposed Maximum Principal Per Unit	Proposed Gross Maximum Annual Assessment Per Unit*
Single Family 40'	800	0.80	\$61,099	\$4,991
Single-Family 50'	506	1.00	\$76,374	\$6,239

* Includes costs of collection and early payment discounts when collected on the County tax bill. All amounts stated herein are subject to change and/or final determination at the public hearings and meeting identified above. Specific maximum amounts expected per parcel or product type are set forth in the Assessment Report.

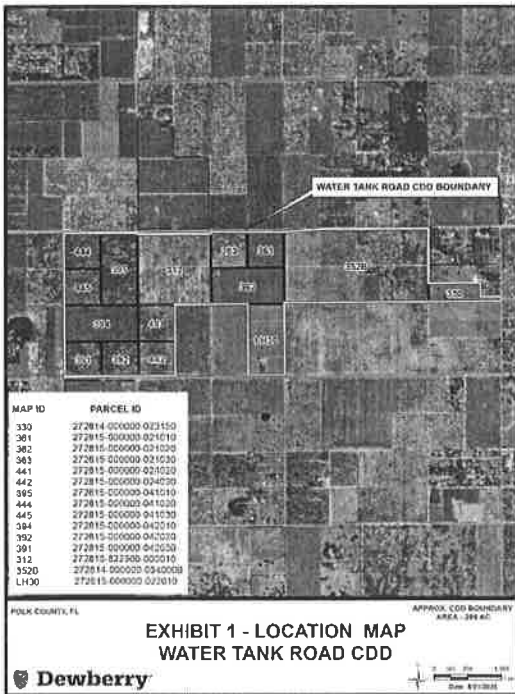
The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the Improvements. These annual assessments are anticipated to be collected on the Polk County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of the publication of this notice. Notwithstanding the description of the Maximum Assessments herein, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. The fixed assessment amounts will be determined at a public meeting, pursuant to a supplemental assessment resolution, engineer's report and assessment methodology, but will in no event exceed the Maximum Assessments noticed herein. Please note that the preceding statement only applies to capital (debt) assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operation and maintenance of the District.

At the same date, time, and place, the Board will hold a regular public meeting to consider any other business that may lawfully be considered by the District. The Board meeting and hearings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Board meeting and/or the public hearings may be continued in progress to a date and time certain announced at the meeting and/or hearings.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office, Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524, 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 Manager's Office.

WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT



A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Water Tank Road Community Development District (the "District") was established by Ordinance 0-24-05, as adopted by the Town Council of the Town of Lake Hamilton, Florida, effective March 12, 2024, and is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended, located entirely within Lake Hamilton, Florida; and

WHEREAS, the District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, or construct certain improvements, including but not limited to: transportation facilities, utility facilities, recreational facilities, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the Board of Supervisors (the "Board") of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the District's *Water Tank Road Community Development District Engineer's Report*, dated March 12, 2024, attached hereto as Exhibit A and incorporated herein by reference (the "CIP" and the improvements described therein, the "Improvements"); and

WHEREAS, it is in the best interest of the District to pay all or a portion of the cost of the Improvements by special assessments levied on benefited lands within the District pursuant to Chapters 170, 190 and 197, Florida Statutes (the "Assessments"); and

WHEREAS, the District is empowered by Chapters 170, 190, and 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, this Resolution shall serve as the "resolution required to declare special assessments" contemplated by Section 170.03, Florida Statutes, for the assessment lien(s) levied against the property as described in Exhibits A and B that secure the Assessments.

WHEREAS, as set forth in the *Master Special Assessment Methodology Report*, dated March 12, 2024, attached hereto as Exhibit B and incorporated herein by reference (the "Assessment Report"), and on file at Governmental Management Services LLC – Central Florida, 219 East Livingston Street, Orlando, Florida 32801 (the "District Records Office"), the District hereby finds and determines that:

- (i) benefits from the Improvements will accrue to the property improved,
- (ii) the amount of those benefits will exceed the amount of the Assessments, and
- (iii) the Assessments are fairly and reasonably allocated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORITY FOR THIS RESOLUTIONS; INCORPORATION OF RECITALS. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, Florida Statutes. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

SECTION 2. DECLARATION OF ASSESSMENTS. The Board hereby declares that it has determined to undertake all or a portion of the Improvements and to defray all or a portion of the cost thereof by the Assessments and is as set forth in the Assessment Report attached as Exhibit B.

SECTION 3. DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS. The nature and general location of, and plans and specifications for, the Improvements are described in Exhibit A and as set forth in the CIP, which is on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.

SECTION 4. DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.

- A. The total estimated construction cost of the Improvements is **\$66,496,448** (the "Estimated Cost").
- B. The Assessments will defray approximately **\$87,525,000**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, capitalized interest, and a debt service reserve as set forth in Exhibit B.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Report attached as Exhibit B, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Assessments are certified for collection, the Assessments shall each be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for.

SECTION 6. ASSESSMENT PLAT. Pursuant to Section 170.04, Florida Statutes, there is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which are open to inspection by the public.

SECTION 7. PRELIMINARY ASSESSMENT ROLL. Pursuant to Section 170.06, Florida Statutes, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B hereto, which shows the lots and lands assessed, the amount of benefit to and the maximum assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

SECTION 8. PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE SUCH NOTICE OF THE HEARINGS. Pursuant to Sections 170.07 and 197.3632(4)(b), Florida Statutes, among other provisions of Florida law, there are hereby declared two (2) public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

DATE:	Wednesday, April 24, 2024
TIME:	9:15 AM
LOCATION:	346 E. Central Ave. Winter Haven, Florida 33880

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District Improvements as identified in the CIP and the preliminary assessment roll, a copy of which is on file at the District Records Office. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170 and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Polk County (by two (2) publications one (1) week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of the hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

SECTION 9. PUBLICATION OF RESOLUTION. Pursuant to Section 170.05, Florida Statutes, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Polk County and to provide such other notice as may be required by law or desired in the best interests of the District.

SECTION 10. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution is 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.

SECTION 12. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 12th day of March 2024

SECTION 2


STATE OF FLORIDA)
COUNTY OF ORANGE)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Jill Burns, who by me first being duly sworn and deposed says:

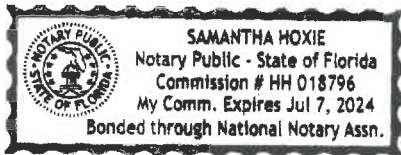
1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Jill Burns, am employed by Governmental Management Services – Central Florida, LLC, and, in the course of that employment, serve as District Manager for the Water Tank Road Community Development District (“**District**”).
3. Among other things, my duties include preparing and transmitting correspondence relating to the District.
4. I do hereby certify that on March 25, 2024 and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District’s anticipated imposition of assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

FURTHER AFFIANT SAYETH NOT.


By: Jill Burns, District Manager

SWORN AND SUBSCRIBED before me by means of physical presence or online notarization this 25th day of March 2024, by Jill Burns for Governmental Management Services—Central Florida, LLC, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.

NOTARY PUBLIC





Print Name: Samantha Hoxie
Notary Public, State of Florida
Commission No.: HH 018796
My Commission Expires: July 7, 2024

EXHIBIT A: Copies of Forms of Mailed Notices
EXHIBIT B: List of Addressees

Water Tank Road Community Development District
219 E. Livingston Street
Orlando, FL 32801
407-841-5524

Via First Class U.S. Mail

March 25, 2024

ABC IRA, LLC/SLC IRA, LLC
346 E. Central Avenue
Winter Haven, FL 33880

**RE: *Water Tank Road Community Development District
Notice of Hearing on Assessments to Property
See attached Legal Description & Parcel ID (Exhibit A)***

Dear Property Owner:

You are receiving this notice because Polk County records indicate that you are a property owner within the Water Tank Road Community Development District ("**District**"). The District is a special-purpose unit of local government that was established pursuant to Chapter 190, *Florida Statutes*. The property that you own that is the subject of this notice is identified in the description attached as **Exhibit A**.

At the March 12, 2024, meeting of the District's Board of Supervisors ("**Board**"), the District approved the *Water Tank Road Community Development District Engineer's Report*, dated March 12, 2024, as may be amended ("**Engineer's Report**"). A copy of the Engineer's Report is attached hereto as **Exhibit B**. The Engineer's Report describes various infrastructure improvements being considered by the Board which may be built or acquired by the District that benefit lands within the District, including but not limited to roadways, potable water distribution system, reclaimed water distribution system, wastewater system, landscape and hardscape, electrical distribution and street lights, amenities, environmental conservation/mitigation, as more specifically described in the Engineer's Report ("**Improvements**"). The Engineer's Report estimates that the total cost of the Improvements for the District's entire CIP, including contingency, is **\$66,496,448**.

As a property owner of assessable land within the District, the District is considering assessing your property to fund the Improvements in the manner set forth in the District's *Master Assessment Methodology Report for Water Tank Road Community Development District*, dated March 12, 2024, a copy of which is attached hereto as **Exhibit C ("Assessment Report")**. The Assessments will defray up to approximately **\$87,525,000**, which includes the cost of the Improvements, plus financing-related costs, capitalized interest and a debt service reserve.

The purpose of any such assessment is to secure the bonds anticipated to be issued to finance the Improvements. As described in more detail in the Assessment Report, the District's assessments will ultimately be levied against all benefitted lands within the District. The Assessment Report identifies the physical area contained within the District and assessment for the property that is expected to be assessed. Initially, the allocation of assessments for the Improvements to be funded by the District will be determined on an equal pro-rata gross acre

basis. As land is platted, the allocation of assessments will be determined on a first-platted, first-assessed basis within the District, which will be assigned to those properties at the per-unit amounts as follows, based on each property type's Equivalent Residential Unit ("ERU") factor, and as explained in more detail in the Assessment Report ("**Maximum Assessments**"):

Land Use	Total # of Units/ Acres	ERU Factor	Proposed Maximum Principal Per Unit	Proposed Gross Maximum Annual Assessment Per Unit*
Single Family 40'	800	0.80	\$61,099	\$4,991
Single-Family 50'	506	1.00	\$76,374	\$6,239

** Includes costs of collection and early payment discounts when collected on the County tax bill. All amounts stated herein are subject to change and/or final determination at the public hearings and meeting identified above. Specific maximum amounts expected per parcel or product type are as set forth in the Assessment Report.*

The total maximum assessment amount to be levied against each parcel, and the number of units contained within each parcel, is detailed in the Assessment Report, as such Assessment Report may be amended at the below referenced hearing. The total revenue that the District will collect by these assessments is anticipated to be **\$87,525,000**, exclusive of anticipated fees and costs of collection and enforcement, discounts for early payment, and the annual interest costs of the debt issued to finance the Improvements. The maximum annual revenue that the District will collect by these assessments is anticipated to be **\$6,649,645**, inclusive of anticipated fees and costs of collection and enforcement, discounts for early payment, and the annual interest costs, to be collected in not more than thirty (30) annual installments. The total assessment amount to be levied against property that you own is reflected on the preliminary assessment roll attached to the Assessment Report.

The assessments may appear on your regular tax bill issued by the Polk County Tax Collector. However, the District may in its discretion at any time choose instead to directly collect these assessments. As provided in the Assessment Report, the assessments will constitute a lien against your property that may be prepaid in accordance with Chapter 170, *Florida Statutes*, or may be paid in not more than thirty (30) annual installments. The failure to pay any assessments collected on the tax roll will cause a tax certificate to be issued against your property within the District which may result in a loss of title. Alternatively, if the assessments are directly collected, the failure to pay such direct bill invoice may result in the District pursuing a foreclosure action, which may result in a loss of title.

Notwithstanding the description of the Maximum Assessments herein, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. The fixed assessment amounts will be determined at a public meeting, pursuant to a supplemental assessment resolution, engineer's report and methodology but will in no event exceed the Maximum Assessments noticed herein. Please note that the preceding statement only applies to capital (debt) assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operation and maintenance of the District.

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, this letter is to notify you that a public hearing for the above-mentioned assessments will be held on **Wednesday, April 24, 2024, at 9:15 a.m., at the offices of the Cassidy Organization, located at 346 East Central Avenue, Winter Haven, Florida 33880**. At this hearing, the Board will sit as an equalizing board to hear and consider testimony from any interested property owners as to the propriety and advisability of making the Improvements, or some phase thereof, as to the cost thereof, as to the manner of payment thereof, and as to the amount thereof to be assessed against each property so improved. All affected property owners have a right to appear at the hearing and to file written objections with the Board within twenty (20) days of this notice.

Information concerning the assessments and copies of applicable documents are on file and available during normal business hours at the District Manager's Office: Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524. You may appear at the hearing or submit your comments in advance to the attention of the District Manager at its address above.

Sincerely,

Jill Burns
District Manager

Enclosures

Exhibit A: Legal description of the Property

Exhibit B: *Water Tank Road Community Development District Engineer's Report*, dated March 12, 2024

Exhibit C: *Master Assessment Methodology for Water Tank Road Community Development District*, dated March 12, 2024

Water Tank Road Community Development District

219 E. Livingston Street
Orlando, FL 32801
407-841-5524

Via First Class U.S. Mail

March 25, 2024

SLC Family Investments, LLC
346 E. Central Avenue
Winter Haven, FL 33880

RE:*Water Tank Road Community Development District
Notice of Hearing on Assessments to Property
See attached Legal Description & Parcel ID (Exhibit A)*

Dear Property Owner:

You are receiving this notice because Polk County records indicate that you are a property owner within the Water Tank Road Community Development District ("**District**"). The District is a special-purpose unit of local government that was established pursuant to Chapter 190, *Florida Statutes*. The property that you own that is the subject of this notice is identified in the description attached as **Exhibit A**.

At the March 12, 2024, meeting of the District's Board of Supervisors ("**Board**"), the District approved the *Water Tank Road Community Development District Engineer's Report*, dated March 12, 2024, as may be amended ("**Engineer's Report**"). A copy of the Engineer's Report is attached hereto as **Exhibit B**. The Engineer's Report describes various infrastructure improvements being considered by the Board which may be built or acquired by the District that benefit lands within the District, including but not limited to roadways, potable water distribution system, reclaimed water distribution system, wastewater system, landscape and hardscape, electrical distribution and street lights, amenities, environmental conservation/mitigation, as more specifically described in the Engineer's Report ("**Improvements**"). The Engineer's Report estimates that the total cost of the Improvements for the District's entire CIP, including contingency, is **\$66,496,448**.

As a property owner of assessable land within the District, the District is considering assessing your property to fund the Improvements in the manner set forth in the District's *Master Assessment Methodology Report for Water Tank Road Community Development District*, dated March 12, 2024, a copy of which is attached hereto as **Exhibit C ("Assessment Report")**. The Assessments will defray up to approximately **\$87,525,000**, which includes the cost of the Improvements, plus financing-related costs, capitalized interest and a debt service reserve.

The purpose of any such assessment is to secure the bonds anticipated to be issued to finance the Improvements. As described in more detail in the Assessment Report, the District's assessments will ultimately be levied against all benefitted lands within the District. The Assessment Report identifies the physical area contained within the District and assessment for the property that is expected to be assessed. Initially, the allocation of assessments for the Improvements to be funded by the District will be determined on an equal pro-rata gross acre

basis. As land is platted, the allocation of assessments will be determined on a first-platted, first-assessed basis within the District, which will be assigned to those properties at the per-unit amounts as follows, based on each property type’s Equivalent Residential Unit (“ERU”) factor, and as explained in more detail in the Assessment Report (“Maximum Assessments”):

Land Use	Total # of Units/ Acres	ERU Factor	Proposed Maximum Principal Per Unit	Proposed Gross Maximum Annual Assessment Per Unit*
Single Family 40’	800	0.80	\$61,099	\$4,991
Single-Family 50’	506	1.00	\$76,374	\$6,239

** Includes costs of collection and early payment discounts when collected on the County tax bill. All amounts stated herein are subject to change and/or final determination at the public hearings and meeting identified above. Specific maximum amounts expected per parcel or product type are as set forth in the Assessment Report.*

The total maximum assessment amount to be levied against each parcel, and the number of units contained within each parcel, is detailed in the Assessment Report, as such Assessment Report may be amended at the below referenced hearing. The total revenue that the District will collect by these assessments is anticipated to be **\$87,525,000**, exclusive of anticipated fees and costs of collection and enforcement, discounts for early payment, and the annual interest costs of the debt issued to finance the Improvements. The maximum annual revenue that the District will collect by these assessments is anticipated to be **\$6,649,645**, inclusive of anticipated fees and costs of collection and enforcement, discounts for early payment, and the annual interest costs, to be collected in not more than thirty (30) annual installments. The total assessment amount to be levied against property that you own is reflected on the preliminary assessment roll attached to the Assessment Report.

The assessments may appear on your regular tax bill issued by the Polk County Tax Collector. However, the District may in its discretion at any time choose instead to directly collect these assessments. As provided in the Assessment Report, the assessments will constitute a lien against your property that may be prepaid in accordance with Chapter 170, *Florida Statutes*, or may be paid in not more than thirty (30) annual installments. The failure to pay any assessments collected on the tax roll will cause a tax certificate to be issued against your property within the District which may result in a loss of title. Alternatively, if the assessments are directly collected, the failure to pay such direct bill invoice may result in the District pursuing a foreclosure action, which may result in a loss of title.

Notwithstanding the description of the Maximum Assessments herein, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. The fixed assessment amounts will be determined at a public meeting, pursuant to a supplemental assessment resolution, engineer’s report and methodology but will in no event exceed the Maximum Assessments noticed herein. Please note that the preceding statement only applies to capital (debt) assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operation and maintenance of the District.

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, this letter is to notify you that a public hearing for the above-mentioned assessments will be held on **Wednesday, April 24, 2024, at 9:15 a.m., at the offices of the Cassidy Organization, located at 346 East Central Avenue, Winter Haven, Florida 33880**. At this hearing, the Board will sit as an equalizing board to hear and consider testimony from any interested property owners as to the propriety and advisability of making the Improvements, or some phase thereof, as to the cost thereof, as to the manner of payment thereof, and as to the amount thereof to be assessed against each property so improved. All affected property owners have a right to appear at the hearing and to file written objections with the Board within twenty (20) days of this notice.

Information concerning the assessments and copies of applicable documents are on file and available during normal business hours at the District Manager's Office: Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524. You may appear at the hearing or submit your comments in advance to the attention of the District Manager at its address above.

Sincerely,

Jill Burns
District Manager

Enclosures

Exhibit A: Legal description of the Property

Exhibit B: *Water Tank Road Community Development District Engineer's Report*, dated March 12, 2024

Exhibit C: *Master Assessment Methodology for Water Tank Road Community Development District*, dated March 12, 2024

Water Tank Road Community Development District

219 E. Livingston Street
Orlando, FL 32801
407-841-5524

Via First Class U.S. Mail

March 25, 2024

PHC I Property, LLC
346 E. Central Avenue
Winter Haven, FL 33880

**RE: *Water Tank Road Community Development District
Notice of Hearing on Assessments to Property
See attached Legal Description & Parcel ID (Exhibit A)***

Dear Property Owner:

You are receiving this notice because Polk County records indicate that you are a property owner within the Water Tank Road Community Development District ("**District**"). The District is a special-purpose unit of local government that was established pursuant to Chapter 190, *Florida Statutes*. The property that you own that is the subject of this notice is identified in the description attached as **Exhibit A**.

At the March 12, 2024, meeting of the District's Board of Supervisors ("**Board**"), the District approved the *Water Tank Road Community Development District Engineer's Report*, dated March 12, 2024, as may be amended ("**Engineer's Report**"). A copy of the Engineer's Report is attached hereto as **Exhibit B**. The Engineer's Report describes various infrastructure improvements being considered by the Board which may be built or acquired by the District that benefit lands within the District, including but not limited to roadways, potable water distribution system, reclaimed water distribution system, wastewater system, landscape and hardscape, electrical distribution and street lights, amenities, environmental conservation/mitigation, as more specifically described in the Engineer's Report ("**Improvements**"). The Engineer's Report estimates that the total cost of the Improvements for the District's entire CIP, including contingency, is **\$66,496,448**.

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Sincerely,

Jill Burns
District Manager

Enclosures

Exhibit A: Legal description of the Property

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Exhibit C: *Master Assessment Methodology for Water Tank Road Community Development District*, dated March 12, 2024

Water Tank Road Community Development District

219 E. Livingston Street
Orlando, FL 32801
407-841-5524

Via First Class U.S. Mail

March 25, 2024

Berry Real Estate, LLC
346 E. Central Avenue
Winter Haven, FL 33880

**RE: *Water Tank Road Community Development District
Notice of Hearing on Assessments to Property
See attached Legal Description & Parcel ID (Exhibit A)***

Dear Property Owner:

You are receiving this notice because Polk County records indicate that you are a property owner within the Water Tank Road Community Development District (“**District**”). The District is a special-purpose unit of local government that was established pursuant to Chapter 190, *Florida Statutes*. The property that you own that is the subject of this notice is identified in the description attached as **Exhibit A**.

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Sincerely,

Jill Burns
District Manager

Enclosures

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Exhibit C: *Master Assessment Methodology for Water Tank Road Community Development District*, dated March 12, 2024

Water Tank Road Community Development District

219 E. Livingston Street
Orlando, FL 32801
407-841-5524

Via First Class U.S. Mail

March 25, 2024

Cassidy Holdings, LLC
346 E. Central Avenue
Winter Haven, FL 33880

RE:*Water Tank Road Community Development District
Notice of Hearing on Assessments to Property
See attached Legal Description & Parcel ID (Exhibit A)*

Dear Property Owner:

You are receiving this notice because Polk County records indicate that you are a property owner within the Water Tank Road Community Development District (“**District**”). The District is a special-purpose unit of local government that was established pursuant to Chapter 190, *Florida Statutes*. The property that you own that is the subject of this notice is identified in the description attached as **Exhibit A**.

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Jill Burns
District Manager

Enclosures

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Water Tank Road Community Development District

219 E. Livingston Street
Orlando, FL 32801
407-841-5524

Via First Class U.S. Mail

March 25, 2024

CCR IRA, LLC
346 E. Central Avenue
Winter Haven, FL 33880

RE:*Water Tank Road Community Development District
Notice of Hearing on Assessments to Property
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Jill Burns
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Water Tank Road Community Development District

219 E. Livingston Street
Orlando, FL 32801
407-841-5524

Via First Class U.S. Mail

March 25, 2024

Northeast Polk Land Investments, LLC
346 E. Central Avenue
Winter Haven, FL 33880

RE:*Water Tank Road Community Development District
Notice of Hearing on Assessments to Property
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Dear Property Owner:

You are receiving this notice because Polk County records indicate that you are a property owner within the Water Tank Road Community Development District (“**District**”). The District is a special-purpose unit of local government that was established pursuant to Chapter 190, *Florida Statutes*. The property that you own that is the subject of this notice is identified in the description attached as **Exhibit A**.

At the March 12, 2024, meeting of the District’s Board of Supervisors (“**Board**”), the District approved the *Water Tank Road Community Development District Engineer’s Report*, dated March 12, 2024, as may be amended (“**Engineer’s Report**”). A copy of the Engineer’s Report is attached hereto as **Exhibit B**. The Engineer’s Report describes various infrastructure improvements being considered by the Board which may be built or acquired by the District that benefit lands within the District, including but not limited to roadways, potable water distribution system, reclaimed water distribution system, wastewater system, landscape and hardscape, electrical distribution and street lights, amenities, environmental conservation/mitigation, as more specifically described in the Engineer’s Report (“**Improvements**”). The Engineer’s Report estimates that the total cost of the Improvements for the District’s entire CIP, including contingency, is **\$66,496,448**.

As a property owner of assessable land within the District, the District is considering assessing your property to fund the Improvements in the manner set forth in the District’s *Master Assessment Methodology Report for Water Tank Road Community Development District*, dated March 12, 2024, a copy of which is attached hereto as **Exhibit C** (“**Assessment Report**”). The Assessments will defray up to approximately **\$87,525,000**, which includes the cost of the Improvements, plus financing-related costs, capitalized interest and a debt service reserve.

The purpose of any such assessment is to secure the bonds anticipated to be issued to finance the Improvements. As described in more detail in the Assessment Report, the District’s assessments will ultimately be levied against all benefitted lands within the District. The Assessment Report identifies the physical area contained within the District and assessment for the property that is expected to be assessed. Initially, the allocation of assessments for the Improvements to be funded by the District will be determined on an equal pro-rata gross acre

basis. As land is platted, the allocation of assessments will be determined on a first-platted, first-assessed basis within the District, which will be assigned to those properties at the per-unit amounts as follows, based on each property type's Equivalent Residential Unit ("ERU") factor, and as explained in more detail in the Assessment Report ("Maximum Assessments"):

Land Use	Total # of Units/Acres	ERU Factor	Proposed Maximum Principal Per Unit	Proposed Gross Maximum Annual Assessment Per Unit*
Single Family 40'	800	0.80	\$61,099	\$4,991
Single-Family 50'	506	1.00	\$76,374	\$6,239

** Includes costs of collection and early payment discounts when collected on the County tax bill. All amounts stated herein are subject to change and/or final determination at the public hearings and meeting identified above. Specific maximum amounts expected per parcel or product type are as set forth in the Assessment Report.*

The total maximum assessment amount to be levied against each parcel, and the number of units contained within each parcel, is detailed in the Assessment Report, as such Assessment Report may be amended at the below referenced hearing. The total revenue that the District will collect by these assessments is anticipated to be **\$87,525,000**, exclusive of anticipated fees and costs of collection and enforcement, discounts for early payment, and the annual interest costs of the debt issued to finance the Improvements. The maximum annual revenue that the District will collect by these assessments is anticipated to be **\$6,649,645**, inclusive of anticipated fees and costs of collection and enforcement, discounts for early payment, and the annual interest costs, to be collected in not more than thirty (30) annual installments. The total assessment amount to be levied against property that you own is reflected on the preliminary assessment roll attached to the Assessment Report.

The assessments may appear on your regular tax bill issued by the Polk County Tax Collector. However, the District may in its discretion at any time choose instead to directly collect these assessments. As provided in the Assessment Report, the assessments will constitute a lien against your property that may be prepaid in accordance with Chapter 170, *Florida Statutes*, or may be paid in not more than thirty (30) annual installments. The failure to pay any assessments collected on the tax roll will cause a tax certificate to be issued against your property within the District which may result in a loss of title. Alternatively, if the assessments are directly collected, the failure to pay such direct bill invoice may result in the District pursuing a foreclosure action, which may result in a loss of title.

Notwithstanding the description of the Maximum Assessments herein, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. The fixed assessment amounts will be determined at a public meeting, pursuant to a supplemental assessment resolution, engineer's report and methodology but will in no event exceed the Maximum Assessments noticed herein. Please note that the preceding statement only applies to capital (debt) assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operation and maintenance of the District.

In accordance with Chapters 170, 190 and 197, *Florida Statutes*, this letter is to notify you that a public hearing for the above-mentioned assessments will be held on **Wednesday, April 24, 2024, at 9:15 a.m., at the offices of the Cassidy Organization, located at 346 East Central Avenue, Winter Haven, Florida 33880**. At this hearing, the Board will sit as an equalizing board to hear and consider testimony from any interested property owners as to the propriety and advisability of making the Improvements, or some phase thereof, as to the cost thereof, as to the manner of payment thereof, and as to the amount thereof to be assessed against each property so improved. All affected property owners have a right to appear at the hearing and to file written objections with the Board within twenty (20) days of this notice.

Information concerning the assessments and copies of applicable documents are on file and available during normal business hours at the District Manager's Office: Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524. You may appear at the hearing or submit your comments in advance to the attention of the District Manager at its address above.

Sincerely,

Jill Burns
District Manager

Enclosures

Exhibit A: Legal description of the Property

Exhibit B: *Water Tank Road Community Development District Engineer's Report*, dated March 12, 2024

Exhibit C: *Master Assessment Methodology for Water Tank Road Community Development District*, dated March 12, 2024

**TABLE 7
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY**

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
BERRY REAL ESTATE LLC	282814-000000-023150	7.85	\$ 302,855	\$ 2,377,409	\$ 180,622	\$ 194,217
PHC I PROPERTY LLC	272815-000000-021010	9.74	\$ 302,855	\$ 2,949,804	\$ 224,109	\$ 240,978
PHC I PROPERTY LLC	272815-000000-021020	19.82	\$ 302,855	\$ 6,002,580	\$ 456,041	\$ 490,367
CCR IRA LLC	272815-000000-021030	9.97	\$ 302,855	\$ 3,019,461	\$ 229,401	\$ 246,668
ABC IRA LLC/SLC IRA LLC	272815-000000-024020	10.04	\$ 302,855	\$ 3,040,661	\$ 231,012	\$ 248,400
ABC IRA LLC/SLC IRA LLC	272815-000000-024030	9.42	\$ 302,855	\$ 2,852,891	\$ 216,746	\$ 233,060
NORTHEAST POLK LAND INVESTMENTS LLC	272815-000000-041010	19.72	\$ 302,855	\$ 5,972,294	\$ 453,740	\$ 487,893
ABC IRA LLC/SLC IRA LLC	272815-000000-041020	9.83	\$ 302,855	\$ 2,977,061	\$ 226,180	\$ 243,204
ABC IRA LLC/SLC IRA LLC	272815-000000-041030	9.90	\$ 302,855	\$ 2,998,261	\$ 227,791	\$ 244,936
NORTHEAST POLK LAND INVESTMENTS LLC	272815-000000-042010	20.13	\$ 302,855	\$ 6,096,465	\$ 463,174	\$ 498,037
SLC FAMILY INVESTMENTS LLC	272815-000000-042020	9.44	\$ 302,855	\$ 2,858,948	\$ 217,206	\$ 233,555
SLC FAMILY INVESTMENTS LLC	272815-000000-042030	9.48	\$ 302,855	\$ 2,871,062	\$ 218,127	\$ 234,545
NORTHEAST POLK LAND INVESTMENTS LLC	272815-822500-000010	38.61	\$ 302,855	\$ 11,693,219	\$ 888,383	\$ 955,251
CASSIDY HOLDINGS LLC	272814-000000-034000	85.71	\$ 302,855	\$ 25,957,674	\$ 1,972,114	\$ 2,120,553
CASSIDY HOLDINGS LLC	272815-000000-022010	19.34	\$ 302,855	\$ 5,857,209	\$ 444,997	\$ 478,491
Totals		289.00		\$ 87,525,000	\$ 6,649,645	\$ 7,150,156

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	\$6,649,645

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

Drawing name: C:\Users\jessamela\AppData\Local\Temp\MapInfo\Map\MapInfo - 162836 (50156285) - arsketch - Water Tank Road CDD.dwg | DWG desc. & sketch | Sheet 2 | Aug 25, 2023 12:55pm | by: wpmphd

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°36'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°24'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 289 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 08/25/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50156285
DRAWN BY: WS
CHECKED BY: WPH

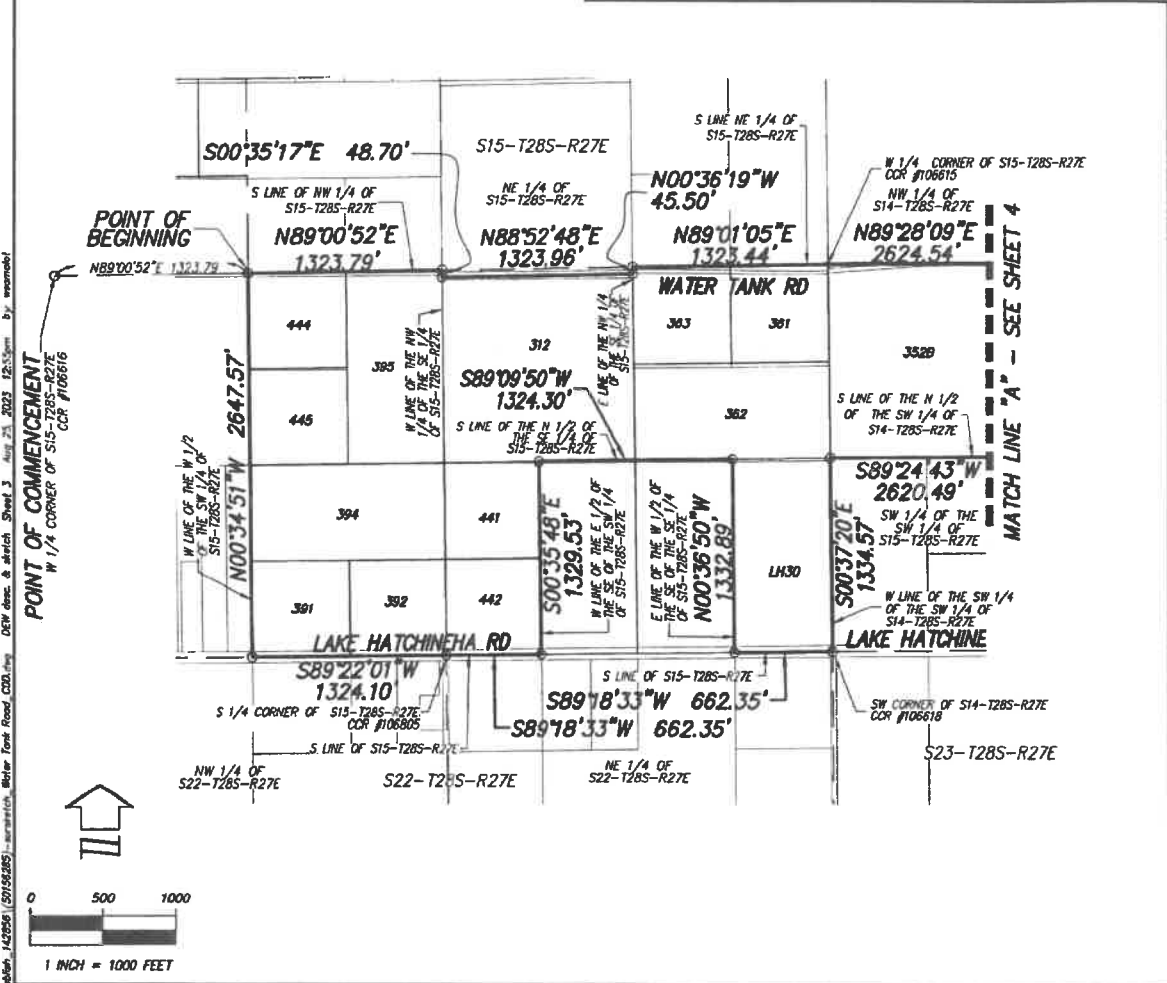
**EXHIBIT 2
LEGAL DESCRIPTION**



WATER TANK ROAD CDD

LEGEND:

PC	POINT OF CURVATURE	PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION



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 User: laramer

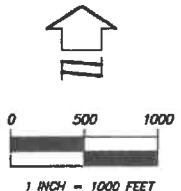
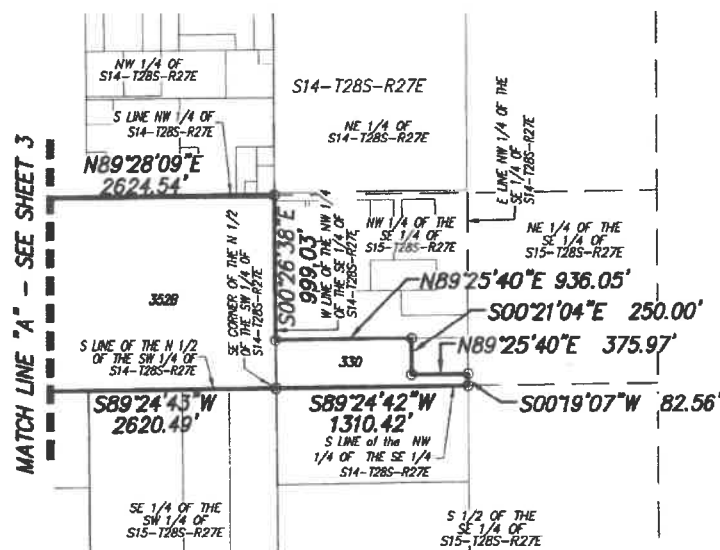
SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p style="text-align: center;">SKETCH OF DESCRIPTION</p> <p style="text-align: center;">-OF-</p> <p style="text-align: center;">WATER TANK RD CDD</p> <p style="text-align: center;">SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST</p> <p>POLK COUNTY FLORIDA</p>	<p>Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM</p> <p>CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR:</p> <p style="text-align: center;">CH DEV LLC</p> <p>DATE: 08/25/2023 REV DATE: SCALE 1" = 1000'</p> <p>PROJ: 50152825 DRAWN BY: WS CHECKED BY: WPH</p>
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 Drawing title: Water Tank Road_CDD.mxd
 Date: 08/25/2023 12:53pm by: jasonmoo

LEGEND:


LINE BREAK	PG(S)	PAGE(S)
PC POINT OF CURVATURE	L	LENGTH
PRC POINT OF REVERSE CURVATURE	R	RADIUS
PCC POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
PNT POINT OF NON-TANGENCY	CB	CHORD BEARING
PT POINT OF TANGENCY	CH	CHORD LENGTH
R/W RIGHT OF WAY	SF	SQUARE FEET
ORB OFFICIAL RECORDS BOOK	AC	ACRES
PB PLAT BOOK	SEC	SECTION



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WATER TANK RD CDD

 SECTIONS 14 & 15,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA


Dewberry

 131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

 DATE: 08/25/2023
 REV DATE:
 SCALE 1" = 1000'

 PROJ: 50156285
 DRAWN BY: WS
 CHECKED BY: WPH

EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD



REFERENCE NO. 50167485

.....

WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT

Engineer's Report

MARCH 12, 2024



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 North Magnolia Avenue
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Water Tank Road
Community Development District
219 East Livingston Street
Orlando, Florida 32801
407.841.5524

Engineer's Report

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Contraction Parcel Legal Description	Exhibit 3

List of Exhibits

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District as Amended Legal Description	Exhibit 5
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Summary of Opinion of Probable Cost	Exhibit 7
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Drainage and Utilities Map.....	Exhibit 9

1. Introduction

Water Tank Road Community Development District (the “District” or “CDD”) is located entirely within the Town of Lake Hamilton (“Town”), Florida in Polk County (“County”), Florida. It is generally located along Water Tank Road, east of Detour Road and north of Lake Hatchineha Road. The District currently contains approximately 289 acres and consists of 1306 residential lots with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the Town’s ordinance O-24-05, which was approved by the Town Council on March 5, 2024. The District will own and operate the onsite public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The master developer (“Developer”) is Cassidy Holdings, LLC, which is based in Winter Haven, Florida. The development is approved as a Planned Development (PD) for residential units to be constructed in three (3) phases over an estimated four (4) year period. A land use summary is presented in Table 1.1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the Town, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Exhibit 7 of this report.

The Capital Improvement Plan (CIP) set forth in this Engineer’s Report reflects the present intentions of the District and the landowners. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	DISTRICT AREA (AC)
Master Stormwater System	40
Residential Land (Single-Family Lots)	98
Roadways Infrastructure & Public Facilities	44
Open Space/Conservation Areas/Parks	108
TOTAL	289

Table 1.2 Lot Types

LAND USE SUMMARY			
LOT WIDTH	NUMBER OF LOTS		
	PHASE 1	PHASE 2	PHASE 3
40-ft SRF Lots	369	253	178
50-ft SFR Lots	213	163	130
TOTAL	582	416	308

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District’s Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates as final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the City of Haines City for ownership and the Town of Lake Hamilton for maintenance upon completion.

2. Purpose and Scope

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report identifies the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and permitted for the improvements described herein. The engineer has considered and, in specific instances, has relied upon the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of 1306 single-family residential units and associated infrastructure. The overall development is a planned residential community consisting of 289 acres along Water Tank Road, East of Detour Road. It is located in the Town of Lake Hamilton. The zoning for the development is RSF-3 (moderate-density single family residential) and AL (limited agricultural). The future land use of the development is LDR (low density residential). The development will be constructed in three phases.

4. Capital Improvements

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three lift stations, recreational improvements, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

Stormwater structures and conveyance culverts will be constructed within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP.

Installation of the water distribution and wastewater collection system (including lift stations) will also occur at this time. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. The incremental cost of undergrounding power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, conservation areas will serve as passive parks within the development that are available to the public for utilization of the facilities. The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be open to the public and accessible by public roadways and sidewalks.

5. Capital improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the Town, County, and SWFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Number 12105C0390G, dated December 22, 2016, demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it appears that 100-year compensation will be located in areas where existing depressions will be impacted throughout the development and the 100-year flood volumes will be compensated as it is required by the County and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reports as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

5.2 Public Roadways

The proposed public roadway sections include a 22-foot roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District will fund roadway construction for all public roadways.

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the Town of Lake Hamilton, but the system will be owned by The City of Haines City. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. One lift station is anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will pump to an existing force main that will connect to the Town's wastewater treatment facility. No water or sewer laterals will be placed within private lots or private property.

5.4 Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances, which will be owned by the Town of Lake Hamilton and Polk County. Upon completion, the required inspections as well as final certifications of completions for the improvements will be obtained from the Town, County, SWFWMD, and FDEP (water distribution and wastewater collection systems).

5.5 Amenities and Parks

The District will provide funding for an amenity center anticipated to include the following: parking areas, pavilion with restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the amenity center within the CDD. In addition, there will be passive parks throughout the development, which will include benches and walking trails. The amenities and parks will be open to the public.

5.6 Electric Utilities and Lighting

The electric distribution system through the District is currently planned to be underground. The District presently intends to fund and construct the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be maintained by Duke after the dedication to the District, with Duke providing underground electrical service to the development.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The development will not be gated. The irrigation system will use an irrigation well. The well and irrigation water mains for the development's various phases will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters, which will be funded, owned, and maintained by the CDD.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit all the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

Construction permits for the development are required and include the Town, County, SWFWMD, FDEP.

Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District.

Table 5.1 Permit Status

PERMIT STATUS	
PERMITS/APPROVALS	PERMIT STATUS
Zoning Approval	Residential Planned Unit Development (RPUD)
Preliminary Plat	To Be Obtained
SWFWMD ERP	To Be Obtained
Construction Permits	To Be Obtained
FDEP Sanitary Sewer General Permit	To Be Obtained
FDEP Water Distribution General Permit	To Be Obtained
NOI	To Be Obtained

6. Recommendation

As previously described, the public infrastructure is necessary for the development and functional operation as required by the Town. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of the Town, County, SWFWMD, and FDEP. It should be noted that the infrastructure will provide its intended use and function provided the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs of this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and Town regulations.

7. Report Modification

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8. Summary and Conclusion

The improvements as outlined are necessary for the functional development of the CDD. The CDD is being designed in accordance with current government regulatory requirements. The development will serve its intended function provided the construction is in substantial compliance with the design. Construction of the development is based upon current development plans.

9. Engineer’s Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and the Town. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's

Water Tank Road Community Development District

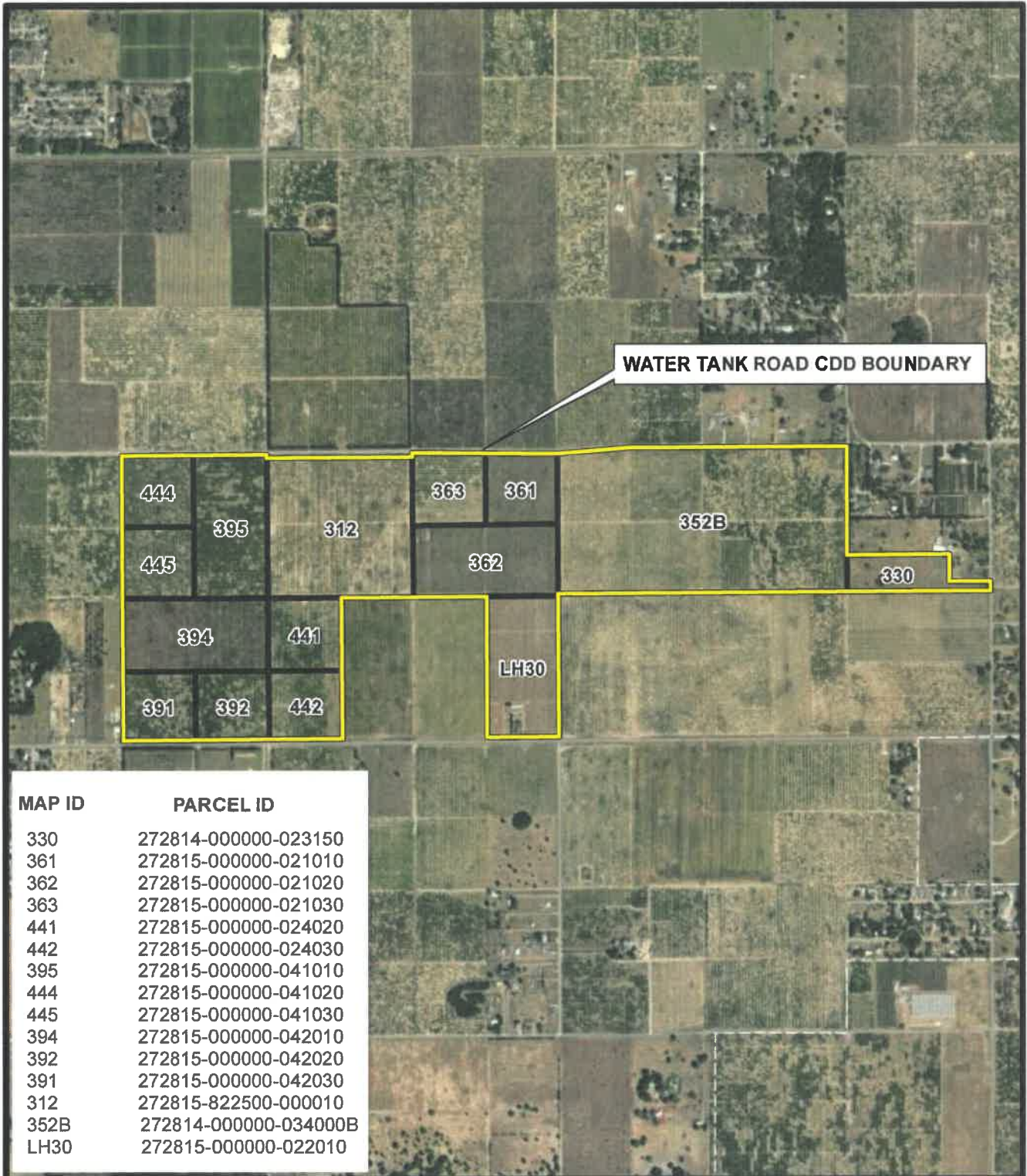
control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Water Tank Road Community Development District.



Reinardo Malavé, P.E.
Florida License No. 31588

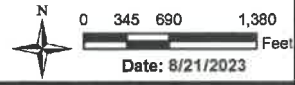


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391	272815-000000-042030
312	272815-822500-000010
352B	272814-000000-034000B
LH30	272815-000000-022010

POLK COUNTY, FL

APPROX. CDD BOUNDARY
AREA - 289 AC

EXHIBIT 1 - LOCATION MAP WATER TANK ROAD CDD



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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Drawing Name: C:\Users\lucasmadr\Documents\Projects\123124\123124.dwg (SPT\123124) - eardantch.dwg Part Road CDD.dwg DEW.docx & attach Sheet 2 July 25, 2023 12:53pm by ascardet


LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°36'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°24'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT OF BEGINNING.

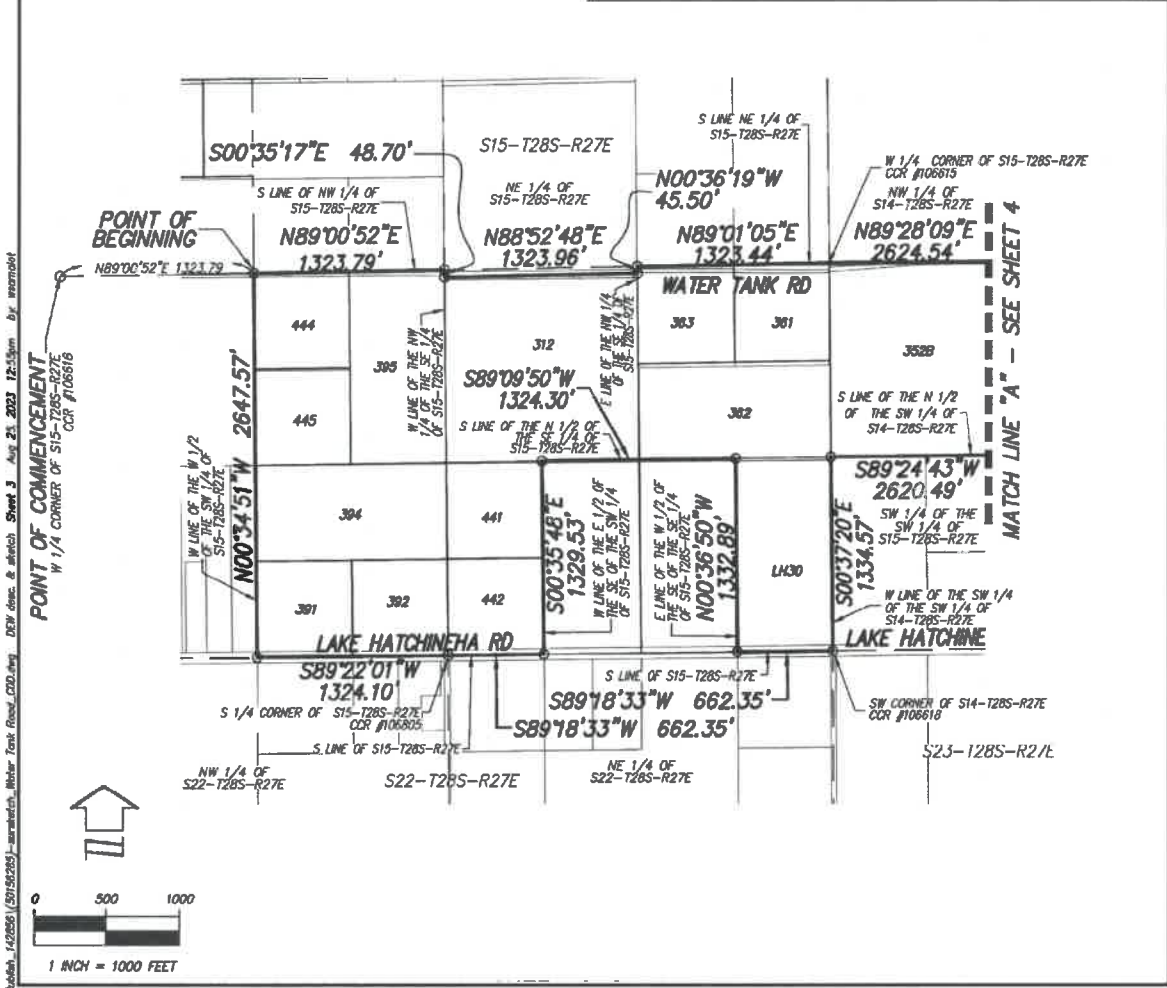
CONTAINING 289 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p>SKETCH OF DESCRIPTION -OF- WATER TANK RD CDD</p> <p>SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST POLK COUNTY FLORIDA</p>	 <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	<p>PREPARED FOR: CH DEV LLC</p> <p>DATE: 08/25/2023 REV DATE: SCALE 1" = N/A</p> <p>PROJ: 50156285 DRAWN BY: WS CHECKED BY: WPH</p>
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PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCP	POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CL	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
CRB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WATER TANK RD CDD
 SECTIONS 14 & 15,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST
 POLK COUNTY FLORIDA

Dewberry
 131 WEST KALEY STREET
 ORLANDO, FLORIDA 32808
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

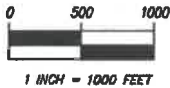
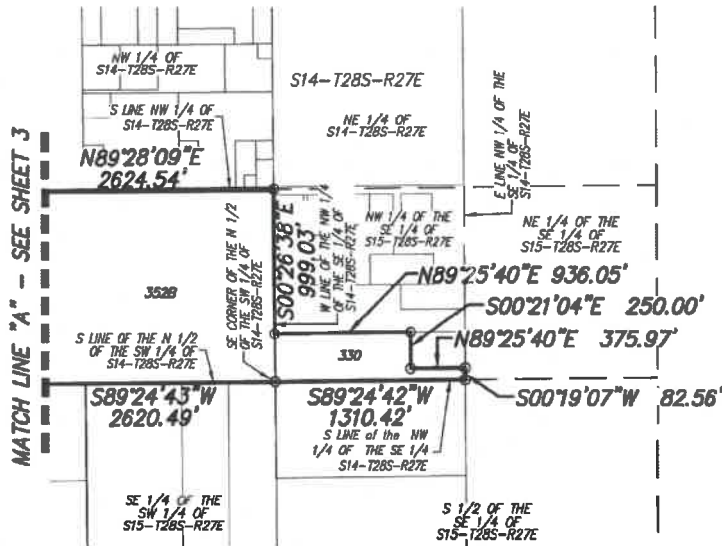
PREPARED FOR:
CH DEV LLC
 DATE: 08/25/2023
 REV DATE:
 SCALE 1" = 1000'
 PROJ: 50156285
 DRAWN BY: WS
 CHECKED BY: WPH

**EXHIBIT 2
 LEGAL DESCRIPTION
 WATER TANK ROAD CDD**



LEGEND:

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PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PC	POINT OF COMPOUND CURVATURE	CA	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CL	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 08/25/2023
REV DATE:
SCALE 1" = 1000'

PROJ: 50156285
DRAWN BY: WS
CHECKED BY: WPH

EXHIBIT 2

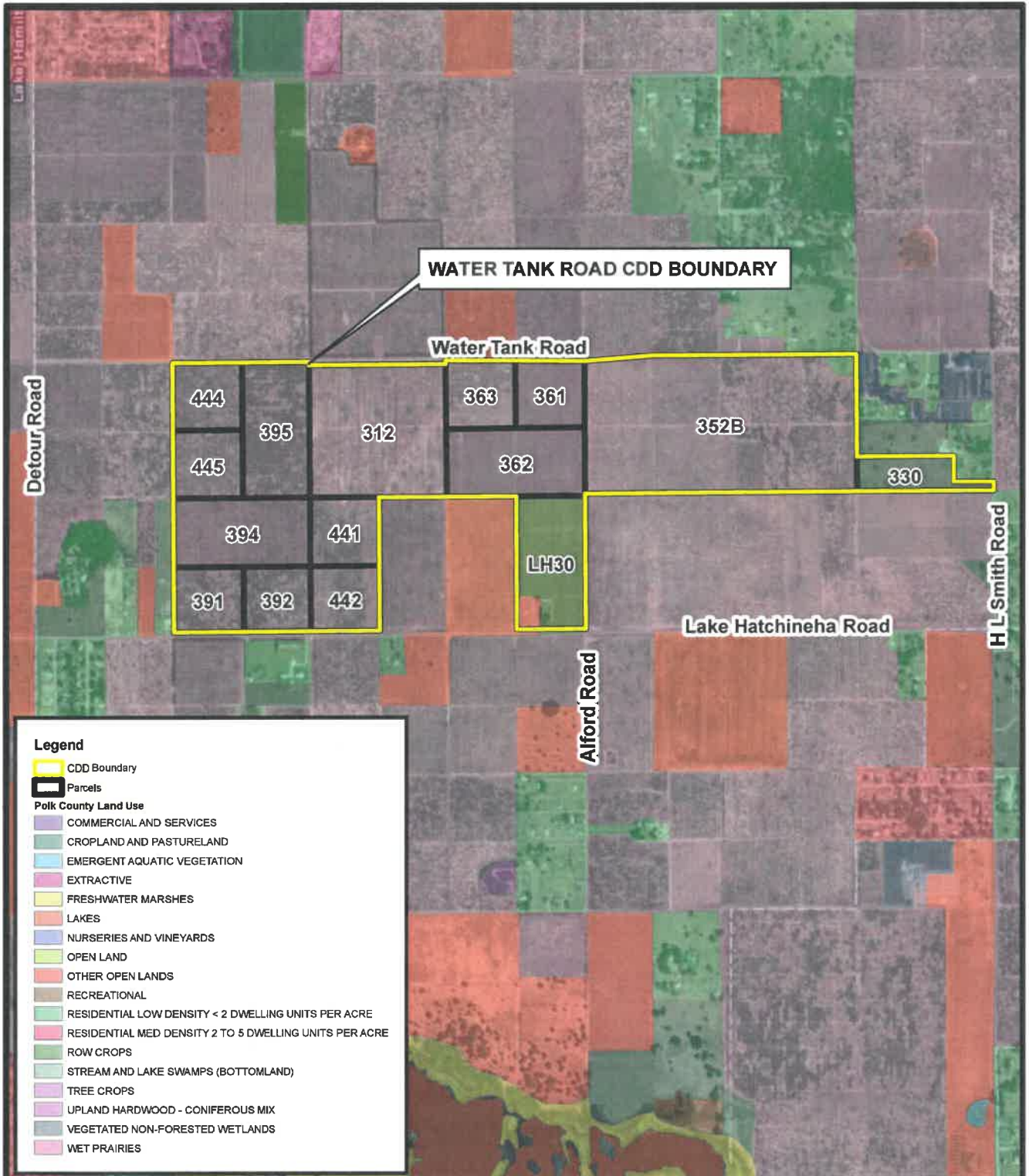
LEGAL DESCRIPTION

WATER TANK ROAD CDD



Dewberry

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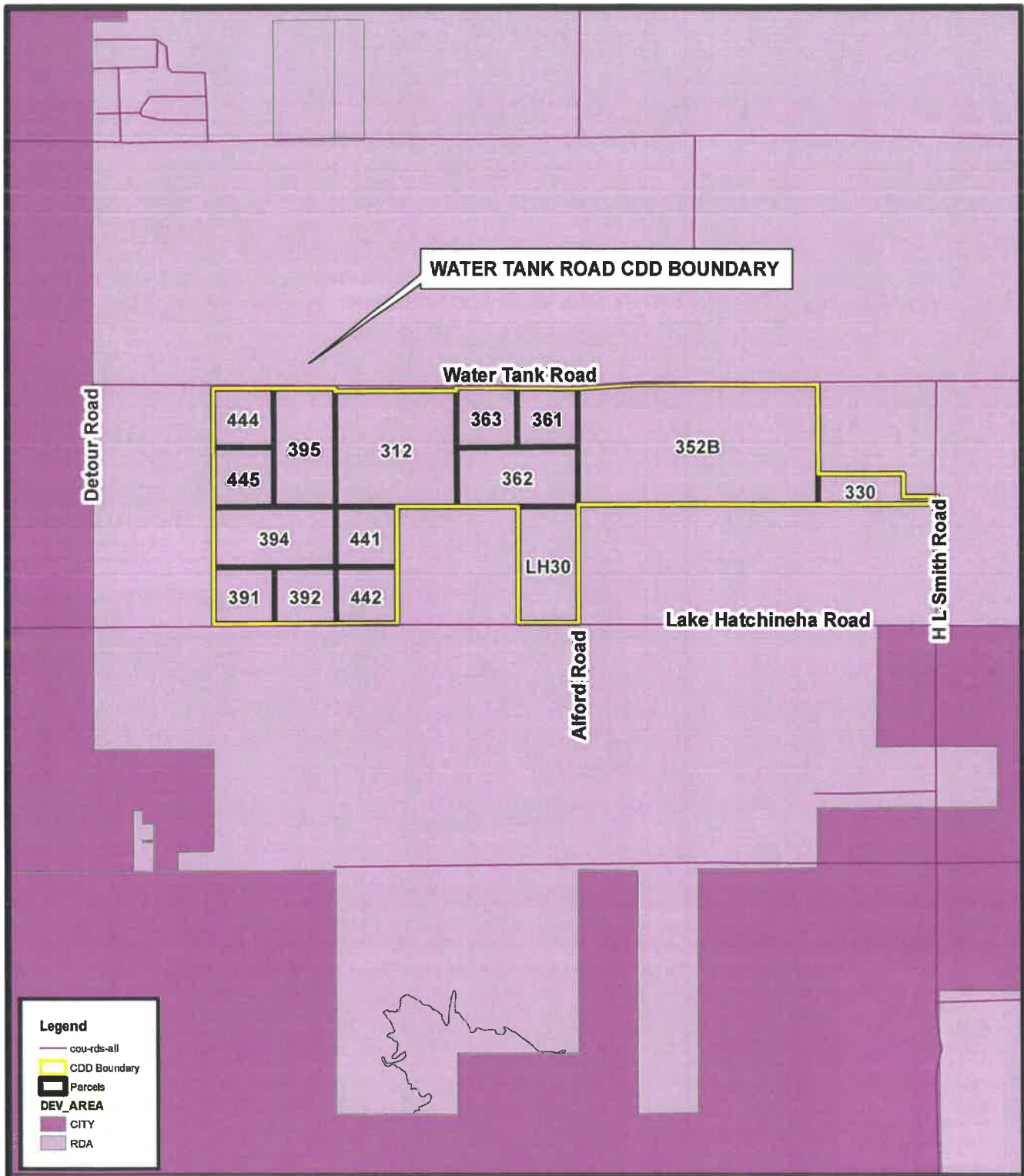
POLK COUNTY, FL

EXHIBIT 4 ZONING MAP WATER TANK ROAD CDD

APPROX. CDD BOUNDARY
AREA - 289 AC



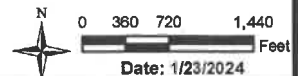
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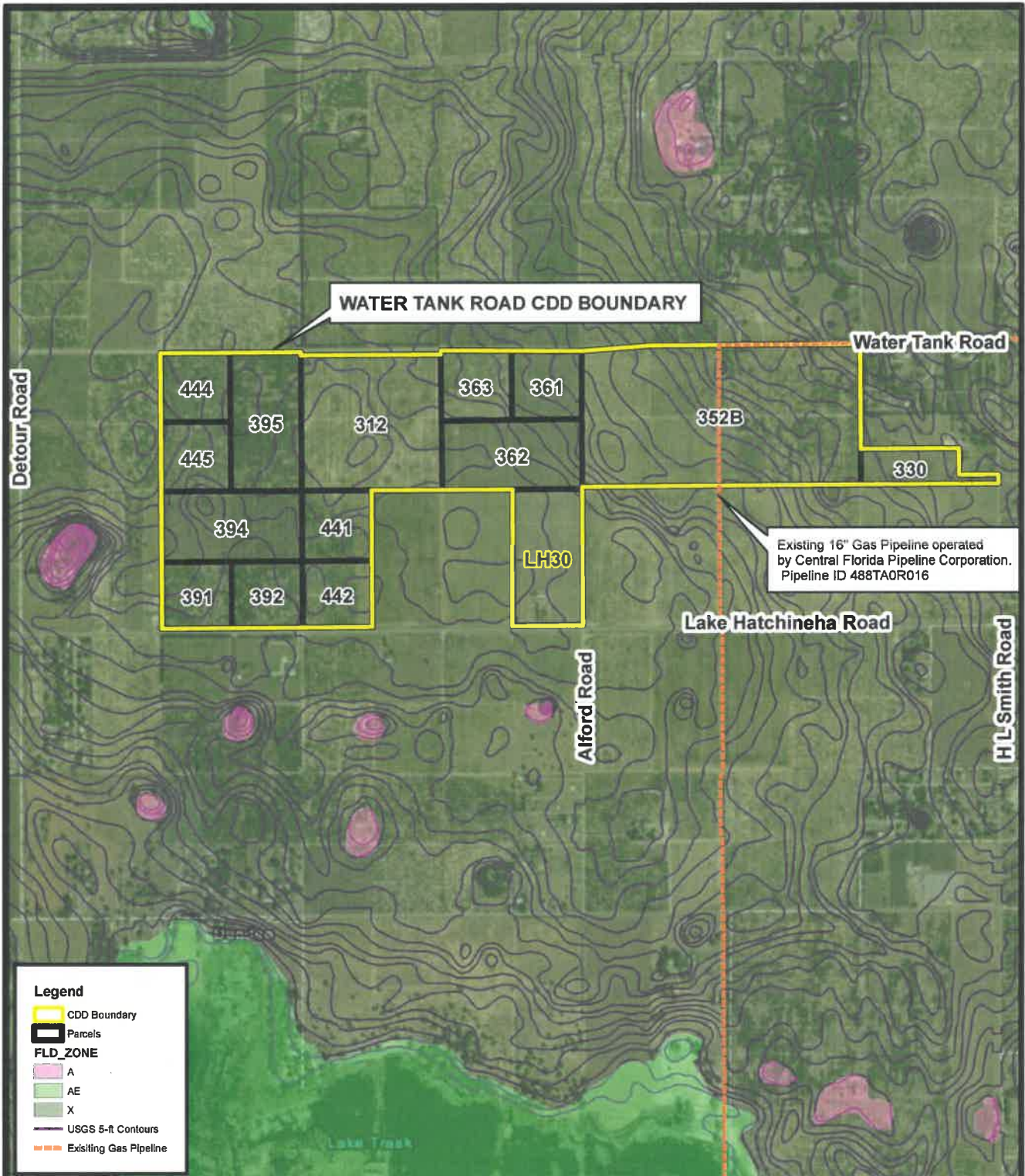
POLK COUNTY, FL

EXHIBIT 5 FUTURE LAND USE MAP WATER TANK ROAD CDD

APPROX. CDD BOUNDARY
AREA - 282.33 AC



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POLK COUNTY, FL

EXHIBIT 6 DRAINAGE AND UTILITIES WATER TANK ROAD CDD

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AREA - 289 AC



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Exhibit 7A

SUMMARY OF PROPOSED DISTRICT FACILITIES				
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING	OPERATION AND MAINTENANCE
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	Town of Lake Hamilton**
Street Lighting****	District	District	District Bonds	District/Duke Energy**
Road Construction	District	Haines City***	District Bonds	Town of Lake Hamilton/Polk County***
Offsite Improvements	District	Polk County/Town of Lake Hamilton	District Bonds	Polk County/Town of Lake Hamilton***
Entry Feature & Signage	District	District	District Bonds	District
Recreation Facilities/Amenities	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

**Lift Stations/Water/Sewer to be owned by City of Haines City and operated and maintained by Town of Lake Hamilton

***Offsite roads to be owned by Polk County/Town of Lake Hamilton, but operated/maintained by either Town of Lake Hamilton or Polk County

**** District will fund only the incremental cost of undergrounding of electrical conduit

SUMMARY OF OPINION OF PROBABLE COST
EXHIBIT 7B

Estimated Construction	PHASE 1		PHASE 2		PHASE 3		TOTAL
	2025-2027		2026-2028		2027-2029		
	40'	50'	40'	50'	40'	50'	
Lot Type	40'	50'	40'	50'	40'	50'	
# of Lots	369	213	253	163	178	130	1306
Offsite Improvements (1)(5)(7)(10)	\$1,615,482	\$932,514	\$1,107,634	\$713,614	\$779,284	\$569,140	\$5,717,668
Stormwater Management (1)(2)(3)(5)(6)(7)(10)	\$5,449,171	\$3,145,456	\$3,736,152	\$2,407,086	\$2,628,597	\$1,919,762	\$19,286,224
Utilities (Water, Sewer, & Reuse) (1)(5)(7)(9)(10)	\$4,885,176	\$2,819,898	\$3,349,457	\$2,157,950	\$2,356,535	\$1,721,065	\$17,290,082
Roadway (1)(4)(5)(7)(10)	\$2,434,957	\$1,405,544	\$1,669,496	\$1,075,604	\$1,174,586	\$857,844	\$8,618,033
Entry Feature (1)(7)(8)(9)(10)	\$300,000	\$250,000	\$50,000	\$50,000	\$50,001	\$50,002	\$750,003
Parks and Amenities (1)(7)(10)	\$930,618	\$537,186	\$638,066	\$411,086	\$448,916	\$327,860	\$3,293,732
SUBTOTAL CONSTRUCTION	\$15,615,404	\$9,090,599	\$10,550,805	\$6,815,341	\$7,437,919	\$5,445,673	\$54,955,742
General Consulting (Engr & Legal) @ 10%	\$1,561,540.40	\$909,059.91	\$1,055,080.55	\$681,534.11	\$743,791.95	\$544,567.28	\$5,495,574
Contingency @ 10%	\$1,717,694.44	\$999,965.90	\$1,160,588.60	\$749,687.52	\$818,171.14	\$599,024.01	\$6,045,132
TOTAL	\$18,894,638.89	\$10,999,624.89	\$12,766,474.63	\$8,246,562.71	\$8,999,882.57	\$6,589,264.09	\$66,496,448

Notes:

- (1) District to be constructed as three (3) phases.
- (2) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
- (3) Excludes grading of each lot in conjunction with home construction, which will be provided by homebuilder.
- (4) Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- (5) Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- (6) Includes subdivision infrastructure and civil/site engineering.
- (7) Stormwater does not include grading associated with building pads.
- (8) Estimates are based on 2024 cost.
- (9) Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- (10) CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the cost of undergrounding.
- (11) Estimates based on 1306 lots.
- (12) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

**MASTER
ASSESSMENT METHODOLOGY
FOR
WATER TANK ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 12, 2024

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



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GMS-CF, LLC does not represent the Water Tank Road Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Water Tank Road Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Water Tank Road Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the "District"). The District plans to issue up to \$87,525,000 of tax exempt bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer's Report dated March 12, 2024 prepared by Dewberry Engineers, Inc. as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the "Assessment Report") provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District's capital improvement plan ("CIP"). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 289 acres within the Town of Lake Hamilton, Florida in Polk County, Florida. The development program currently envisions approximately 1,306 residential units (herein the "Development"). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$66,496,448. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$87,525,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by Cassidy Holdings, LLC or a related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$87,525,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$87,525,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development; these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$66,496,448. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately \$87,525,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting, site planning, or the recording of declaration of condominium, (“Assigned Properties”) has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis (“Unassigned Properties”). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 1,306 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. There are two residential product types within the planned development. The single family 50’ home has been set as the base unit and has been assigned one equivalent residential unit (“ERU”). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities, and services for its residents. These include offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the

type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement, or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

**TABLE 1
 WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 MASTER ASSESSMENT METHODOLOGY**

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family 40'	800	800	0.80	640.00
Single Family 50'	506	506	1.00	506.00
Total Units	1,306	1,306		1146.00

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 5,717,668
Stormwater Management	\$ 19,286,224
Utilities (Water, Sewer, & Street Lighting)	\$ 17,290,082
Roadway	\$ 8,618,033
Entry Feature	\$ 750,003
Parks and Amenities	\$ 3,293,732
Professional Fees	\$ 5,495,574
Contingency	\$ 6,045,132
	\$ 66,496,448

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated March 12, 2024

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 66,496,448
Debt Service Reserve	\$ 6,649,645
Capitalized Interest	\$ 11,378,250
Underwriters Discount	\$ 1,750,500
Cost of Issuance	\$ 1,250,000
Rounding	\$ 157
Par Amount*	\$ 87,525,000

Bond Assumptions:

Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Single Family 40'	800	0.8	640	55.85%	\$ 37,135,887	\$ 46,420
Single Family 50'	506	1.0	506	44.15%	\$ 29,360,561	\$ 58,025
Totals	1,306		1,146	100.00%	\$ 66,496,448	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Total Improvements		Allocation of Par	
		Costs Per Product	Type	Debt Per Product	Type
Single Family 40'	800	\$	37,135,887	\$	48,879,581
Single Family 50'	506	\$	29,360,561	\$	38,645,419
Totals	1,306	\$	66,496,448	\$	87,525,000

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 40	800	\$ 48,879,581	\$ 61,099	\$ 3,713,589	\$ 4,642	\$ 4,991
Single Family 50	506	\$ 38,645,419	\$ 76,374	\$ 2,936,056	\$ 5,802	\$ 6,239
Totals	1,306	\$ 87,525,000		\$ 6,649,645		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
BERRY REAL ESTATE LLC	282814-000000-023150	7.85	\$ 302,855	\$ 2,377,409	\$ 180,622	\$ 194,217
PHC I PROPERTY LLC	272815-000000-021010	9.74	\$ 302,855	\$ 2,949,804	\$ 224,109	\$ 240,978
PHC I PROPERTY LLC	272815-000000-021020	19.82	\$ 302,855	\$ 6,002,580	\$ 456,041	\$ 490,367
CCR IRA LLC	272815-000000-021030	9.97	\$ 302,855	\$ 3,019,461	\$ 229,401	\$ 246,668
ABC IRA LLC/SLC IRA LLC	272815-000000-024020	10.04	\$ 302,855	\$ 3,040,661	\$ 231,012	\$ 248,400
ABC IRA LLC/SLC IRA LLC	272815-000000-024030	9.42	\$ 302,855	\$ 2,852,891	\$ 216,746	\$ 233,060
NORTHEAST POLK LAND INVESTMENTS LLC	272815-000000-041010	19.72	\$ 302,855	\$ 5,972,294	\$ 453,740	\$ 487,893
ABC IRA LLC/SLC IRA LLC	272815-000000-041020	9.83	\$ 302,855	\$ 2,977,061	\$ 226,180	\$ 243,204
ABC IRA LLC/SLC IRA LLC	272815-000000-041030	9.90	\$ 302,855	\$ 2,998,261	\$ 227,791	\$ 244,936
NORTHEAST POLK LAND INVESTMENTS LLC	272815-000000-042010	20.13	\$ 302,855	\$ 6,096,465	\$ 463,174	\$ 498,037
SLC FAMILY INVESTMENTS LLC	272815-000000-042020	9.44	\$ 302,855	\$ 2,858,948	\$ 217,206	\$ 233,555
SLC FAMILY INVESTMENTS LLC	272815-000000-042030	9.48	\$ 302,855	\$ 2,871,062	\$ 218,127	\$ 234,545
NORTHEAST POLK LAND INVESTMENTS LLC	272815-822500-000010	38.61	\$ 302,855	\$ 11,693,219	\$ 888,383	\$ 955,251
CASSIDY HOLDINGS LLC	272814-000000-034000	85.71	\$ 302,855	\$ 25,957,674	\$ 1,972,114	\$ 2,120,553
CASSIDY HOLDINGS LLC	272815-000000-022010	19.34	\$ 302,855	\$ 5,857,209	\$ 444,997	\$ 478,491
Totals		289.00		\$ 87,525,000	\$ 6,649,645	\$ 7,150,156

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	\$6,649,645

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

Draining name: C:\Users\winampol\Documents\Projects\1004\Map\Water Tank Road CDD.dwg (1:2500) (10/15/2023) - surmount, water tank road, CDD.dwg (1:2500) Aug 25, 2023, 12:55pm by: wpmph


LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°36'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°24'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 289 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

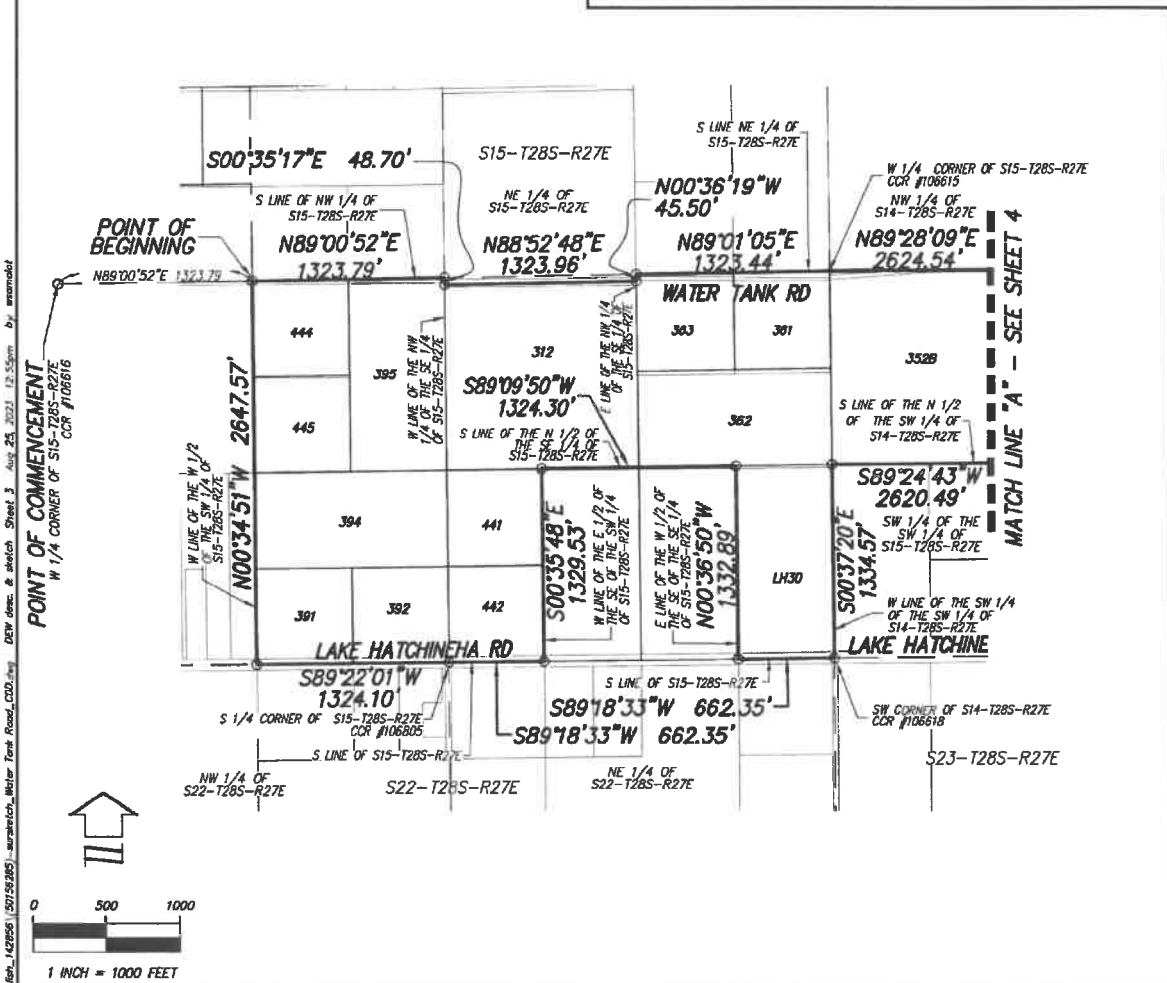
<p>SKETCH OF DESCRIPTION - OF - WATER TANK RD CDD</p> <p>SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST POLK COUNTY FLORIDA</p>	 <p>Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	<p>PREPARED FOR: CH DEV LLC</p> <p>DATE: 08/25/2023 REV DATE: SCALE 1" = N/A</p> <p>PROJ: 50156285 DRAWN BY: WS CHECKED BY: WPH</p>
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**EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD**



LEGEND:

LINE BREAK	PG(S)	PAGE(S)
PC	P	LENGTH
PRC	R	RADIUS
PCC	A	CENTRAL ANGLE
PNT	CB	CHORD BEARING
PT	CL	CHORD LENGTH
R/W	SF	SQUARE FEET
ORB	AC	ACRES
PB	SEC	SECTION



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST
POLK COUNTY FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

DATE: 08/25/2023
REV DATE:
SCALE 1" = 1000'

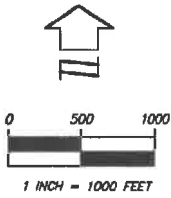
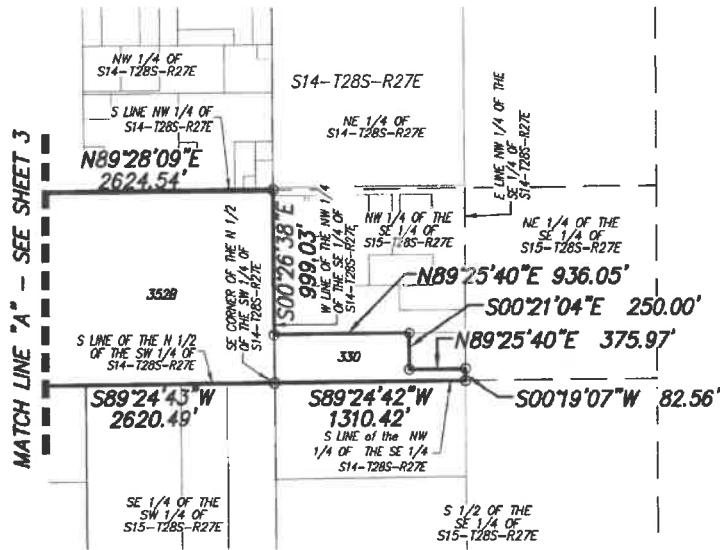
PROJ: 50156285
DRAWN BY: WS
CHECKED BY: WPH

**EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD**




LEGEND:

—	LINE BREAK	PG(S)	PAGE(S)
PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CL	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p>SKETCH OF DESCRIPTION —OF— WATER TANK RD CDD</p> <p>SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST</p> <p>POLK COUNTY FLORIDA</p>	 <p>Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR: CH DEV LLC</p> <p>DATE: 08/25/2023 REV DATE: SCALE 1" = 1000'</p> <p>PROJ: 50156285 DRAWN BY: WS CHECKED BY: WPH</p>
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**EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD**



Drawing name: C:\Users\lwanmaker\appdata\local\temp\lchubak... (50156285) - surverch... Water Tank Road CDD.dwg Sheet 4 Aug 23, 2023 12:53pm d.j. lwanmaker

SECTION 3

REFERENCE NO. 50167485

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WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT

Engineer's Report

MARCH 12, 2024



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 North Magnolia Avenue
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Water Tank Road
Community Development District
219 East Livingston Street
Orlando, Florida 32801
407.841.5524

Engineer's Report

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3. The Development	3
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Summary of Opinion of Probable Cost	Exhibit 7
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Future Land Use Map	Exhibit 8
Drainage and Utilities Map	Exhibit 9

1. Introduction

Water Tank Road Community Development District (the “District” or “CDD”) is located entirely within the Town of Lake Hamilton (“Town”), Florida in Polk County (“County”), Florida. It is generally located along Water Tank Road, east of Detour Road and north of Lake Hatchineha Road. The District currently contains approximately 289 acres and consists of 1306 residential lots with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the Town’s ordinance O-24-05, which was approved by the Town Council on March 5, 2024. The District will own and operate the onsite public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The master developer (“Developer”) is Cassidy Holdings, LLC, which is based in Winter Haven, Florida. The development is approved as a Planned Development (PD) for residential units to be constructed in three (3) phases over an estimated four (4) year period. A land use summary is presented in Table 1.1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the Town, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Exhibit 7 of this report.

The Capital Improvement Plan (CIP) set forth in this Engineer’s Report reflects the present intentions of the District and the landowners. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	DISTRICT AREA (AC)
Master Stormwater System	40
Residential Land (Single-Family Lots)	98
Roadways Infrastructure & Public Facilities	44
Open Space/Conservation Areas/Parks	108
TOTAL	289

Table 1.2 Lot Types

LAND USE SUMMARY			
LOT WIDTH	NUMBER OF LOTS		
	PHASE 1	PHASE 2	PHASE 3
40-ft SRF Lots	369	253	178
50-ft SFR Lots	213	163	130
TOTAL	582	416	308

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District’s Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates as final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the City of Haines City for ownership and the Town of Lake Hamilton for maintenance upon completion.

2. Purpose and Scope

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report identifies the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and permitted for the improvements described herein. The engineer has considered and, in specific instances, has relied upon the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of 1306 single-family residential units and associated infrastructure. The overall development is a planned residential community consisting of 289 acres along Water Tank Road, East of Detour Road. It is located in the Town of Lake Hamilton. The zoning for the development is RSF-3 (moderate-density single family residential) and AL (limited agricultural). The future land use of the development is LDR (low density residential). The development will be constructed in three phases.

4. Capital Improvements

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three lift stations, recreational improvements, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

Stormwater structures and conveyance culverts will be constructed within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP.

Installation of the water distribution and wastewater collection system (including lift stations) will also occur at this time. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. The incremental cost of undergrounding power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, conservation areas will serve as passive parks within the development that are available to the public for utilization of the facilities. The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be open to the public and accessible by public roadways and sidewalks.

5. Capital improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the Town, County, and SWFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Number 12105C0390G, dated December 22, 2016, demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it appears that 100-year compensation will be located in areas where existing depressions will be impacted throughout the development and the 100-year flood volumes will be compensated as it is required by the County and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reports as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

5.2 Public Roadways

The proposed public roadway sections include a 22-foot roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District will fund roadway construction for all public roadways.

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the Town of Lake Hamilton, but the system will be owned by The City of Haines City. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. One lift station is anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will pump to an existing force main that will connect to the Town's wastewater treatment facility. No water or sewer laterals will be placed within private lots or private property.

5.4 Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances, which will be owned by the Town of Lake Hamilton and Polk County. Upon completion, the required inspections as well as final certifications of completions for the improvements will be obtained from the Town, County, SWFWMD, and FDEP (water distribution and wastewater collection systems).

5.5 Amenities and Parks

The District will provide funding for an amenity center anticipated to include the following: parking areas, pavilion with restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the amenity center within the CDD. In addition, there will be passive parks throughout the development, which will include benches and walking trails. The amenities and parks will be open to the public.

5.6 Electric Utilities and Lighting

The electric distribution system through the District is currently planned to be underground. The District presently intends to fund and construct the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be maintained by Duke after the dedication to the District, with Duke providing underground electrical service to the development.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The development will not be gated. The irrigation system will use an irrigation well. The well and irrigation water mains for the development's various phases will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters, which will be funded, owned, and maintained by the CDD.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit all the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

Construction permits for the development are required and include the Town, County, SWFWMD, FDEP.

Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District.

Table 5.1 Permit Status

PERMIT STATUS	
PERMITS/APPROVALS	PERMIT STATUS
Zoning Approval	Residential Planned Unit Development (RPUD)
Preliminary Plat	To Be Obtained
SWFWMD ERP	To Be Obtained
Construction Permits	To Be Obtained
FDEP Sanitary Sewer General Permit	To Be Obtained
FDEP Water Distribution General Permit	To Be Obtained
NOI	To Be Obtained

6. Recommendation

As previously described, the public infrastructure is necessary for the development and functional operation as required by the Town. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of the Town, County, SWFWMD, and FDEP. It should be noted that the infrastructure will provide its intended use and function provided the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs of this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and Town regulations.

7. Report Modification

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8. Summary and Conclusion

The improvements as outlined are necessary for the functional development of the CDD. The CDD is being designed in accordance with current government regulatory requirements. The development will serve its intended function provided the construction is in substantial compliance with the design. Construction of the development is based upon current development plans.

9. Engineer’s Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and the Town. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's

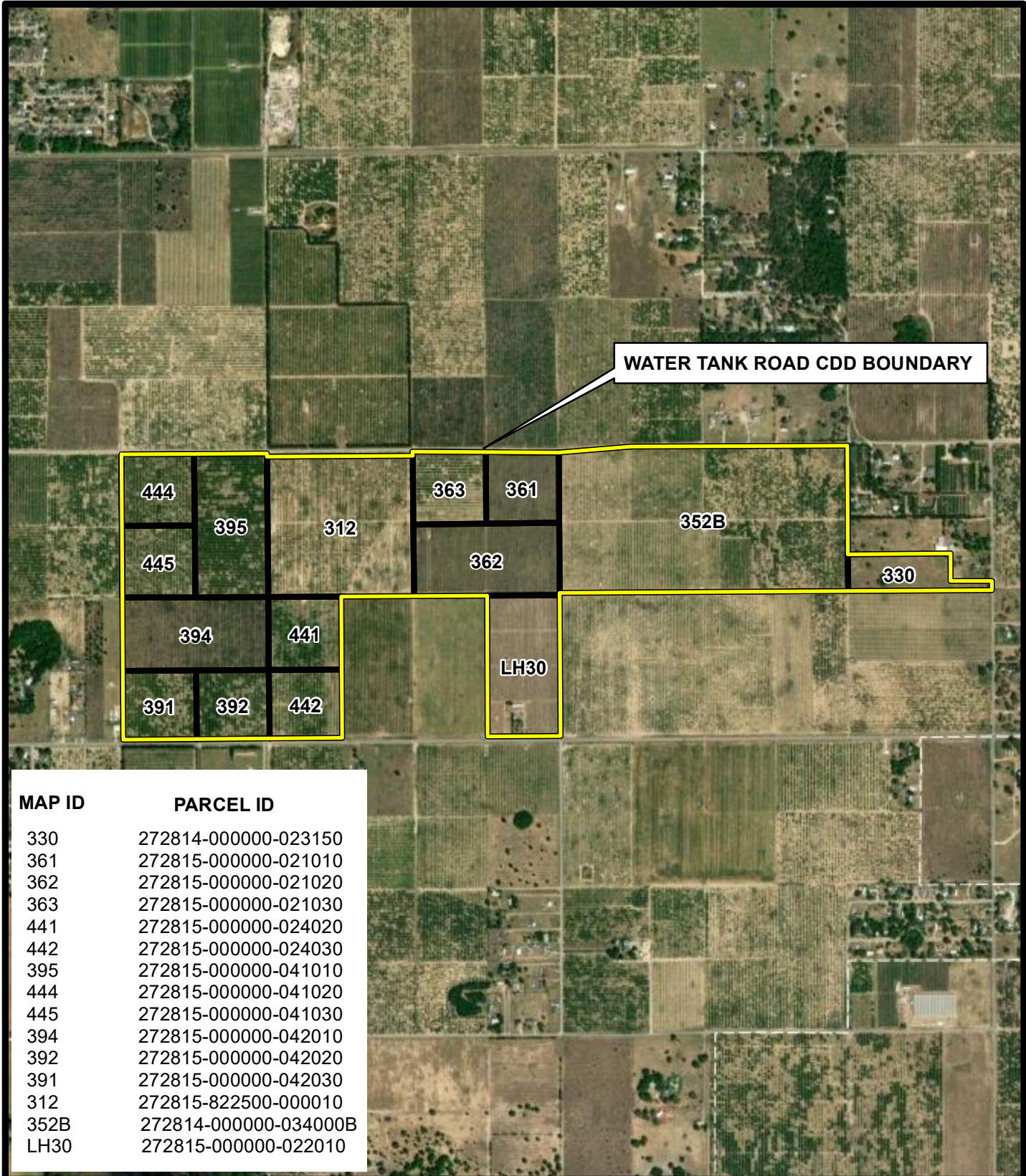
control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Water Tank Road Community Development District.



Reinardo Malavé, P.E.
Florida License No. 31588

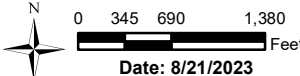


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362	272815-000000-021020
363	272815-000000-021030
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395	272815-000000-041010
444	272815-000000-041020
445	272815-000000-041030
394	272815-000000-042010
392	272815-000000-042020
391	272815-000000-042030
312	272815-822500-000010
352B	272814-000000-034000B
LH30	272815-000000-022010

POLK COUNTY, FL

APPROX. CDD BOUNDARY
AREA - 289 AC

EXHIBIT 1 - LOCATION MAP WATER TANK ROAD CDD



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°36'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°24'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 289 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

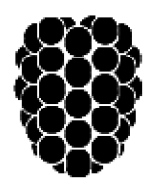
—OF—

WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 08/25/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50156285
DRAWN BY: WS
CHECKED BY: WPH

EXHIBIT 2

LEGAL DESCRIPTION

WATER TANK ROAD CDD

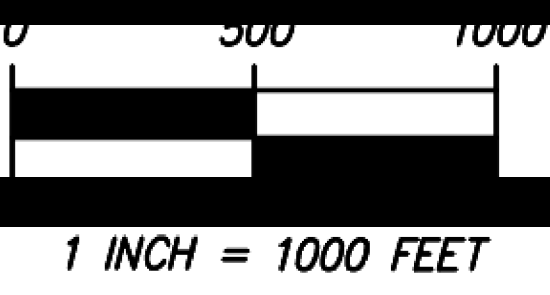
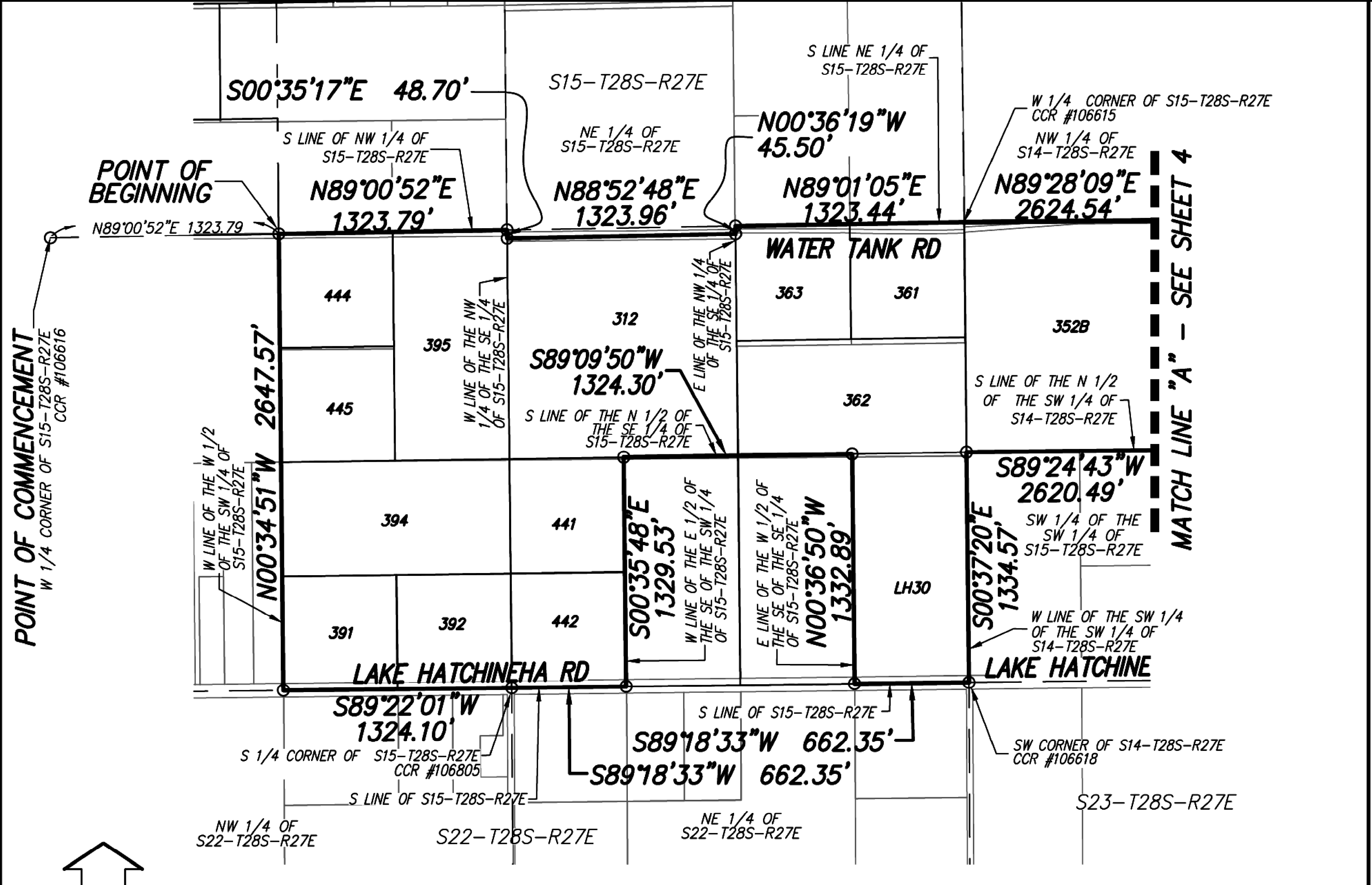


Dewberry

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PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

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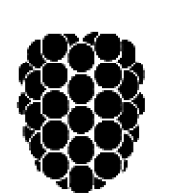


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WATER TANK RD CDD

SECTIONS 14 & 15,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

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 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
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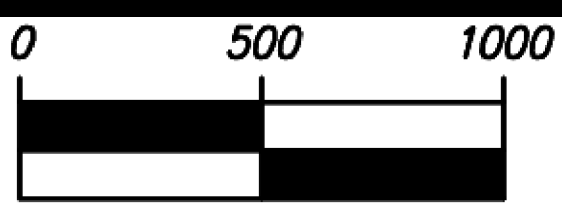
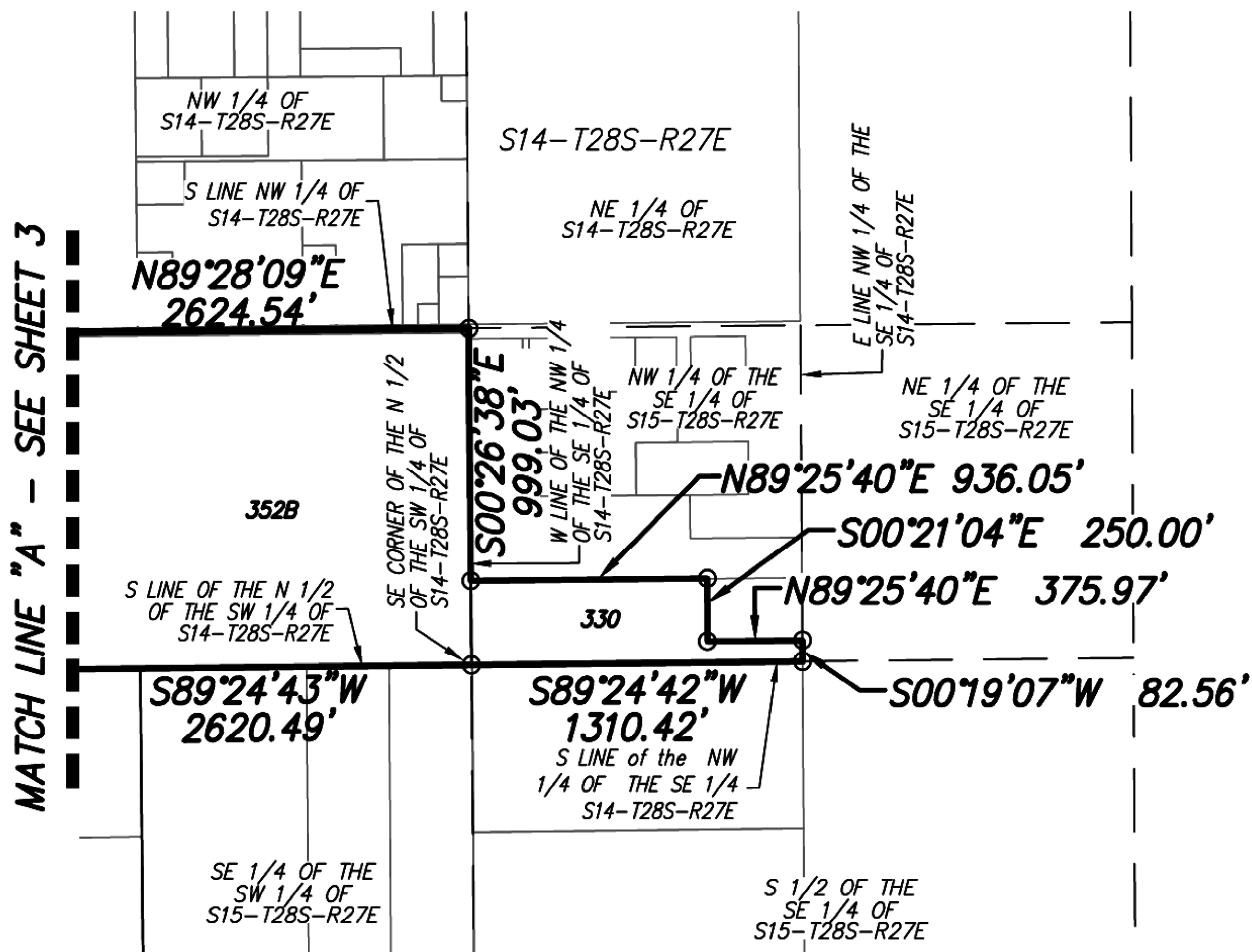
PREPARED FOR:
CH DEV LLC

DATE: 08/25/2023
 REV DATE:
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PROJ: 50156285
 DRAWN BY: WS
 CHECKED BY: WPH

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PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION



1 INCH = 1000 FEET

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 08/25/2023
REV DATE:
SCALE 1" = 1000'

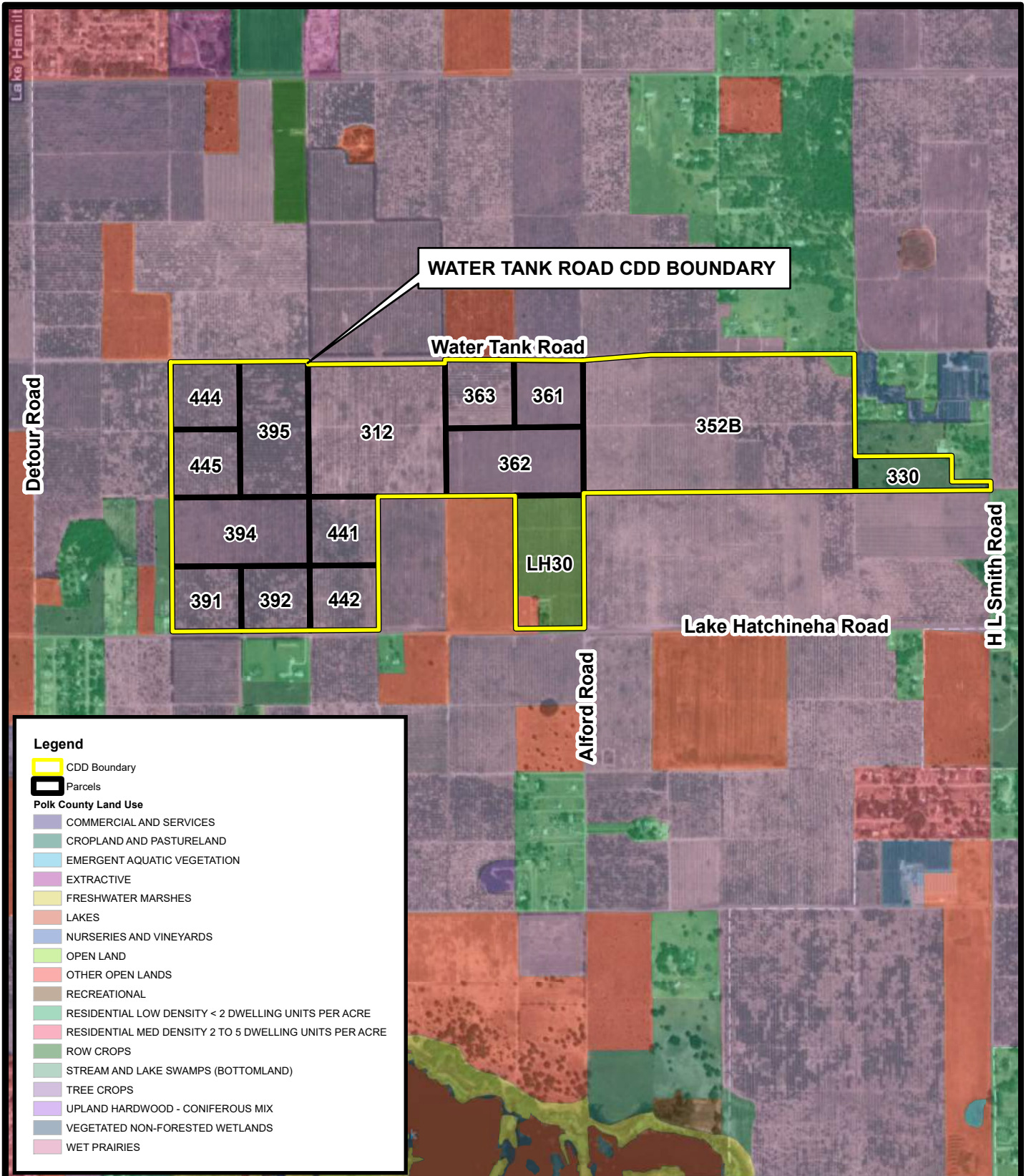
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CHECKED BY: WPH

EXHIBIT 2

LEGAL DESCRIPTION

WATER TANK ROAD CDD





Legend

- CDD Boundary
- Parcels

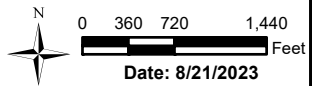
Polk County Land Use

- COMMERCIAL AND SERVICES
- CROPLAND AND PASTURELAND
- EMERGENT AQUATIC VEGETATION
- EXTRACTIVE
- FRESHWATER MARSHES
- LAKES
- NURSERIES AND VINEYARDS
- OPEN LAND
- OTHER OPEN LANDS
- RECREATIONAL
- RESIDENTIAL LOW DENSITY < 2 DWELLING UNITS PER ACRE
- RESIDENTIAL MED DENSITY 2 TO 5 DWELLING UNITS PER ACRE
- ROW CROPS
- STREAM AND LAKE SWAMPS (BOTTOMLAND)
- TREE CROPS
- UPLAND HARDWOOD - CONIFEROUS MIX
- VEGETATED NON-FORESTED WETLANDS
- WET PRAIRIES

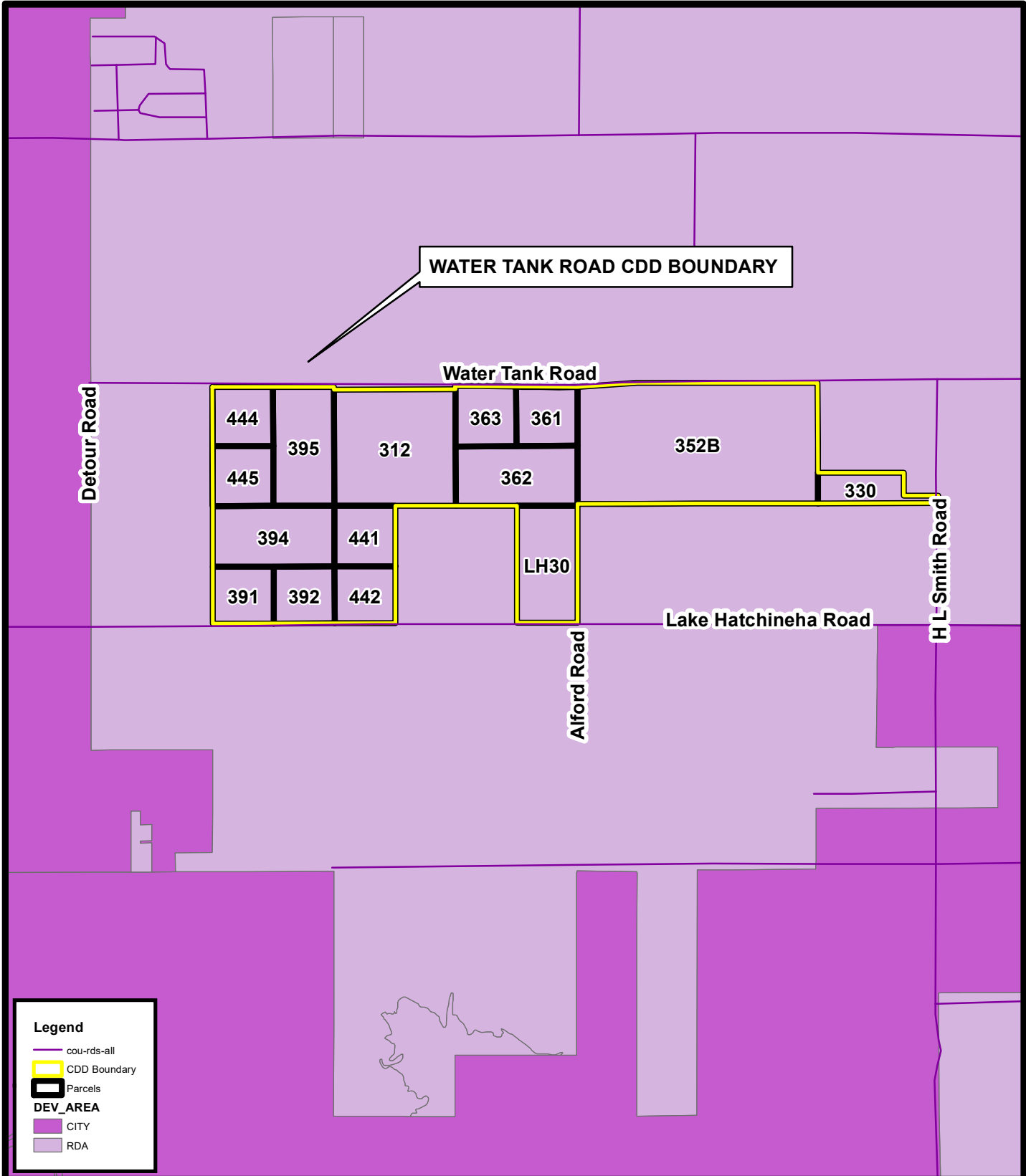
POLK COUNTY, FL

EXHIBIT 4 ZONING MAP WATER TANK ROAD CDD

APPROX. CDD BOUNDARY
AREA - 289 AC



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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



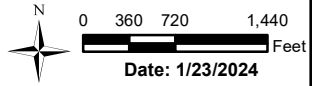
Legend

- cou-rds-all
- CDD Boundary
- Parcels
- DEV_AREA
- CITY
- RDA

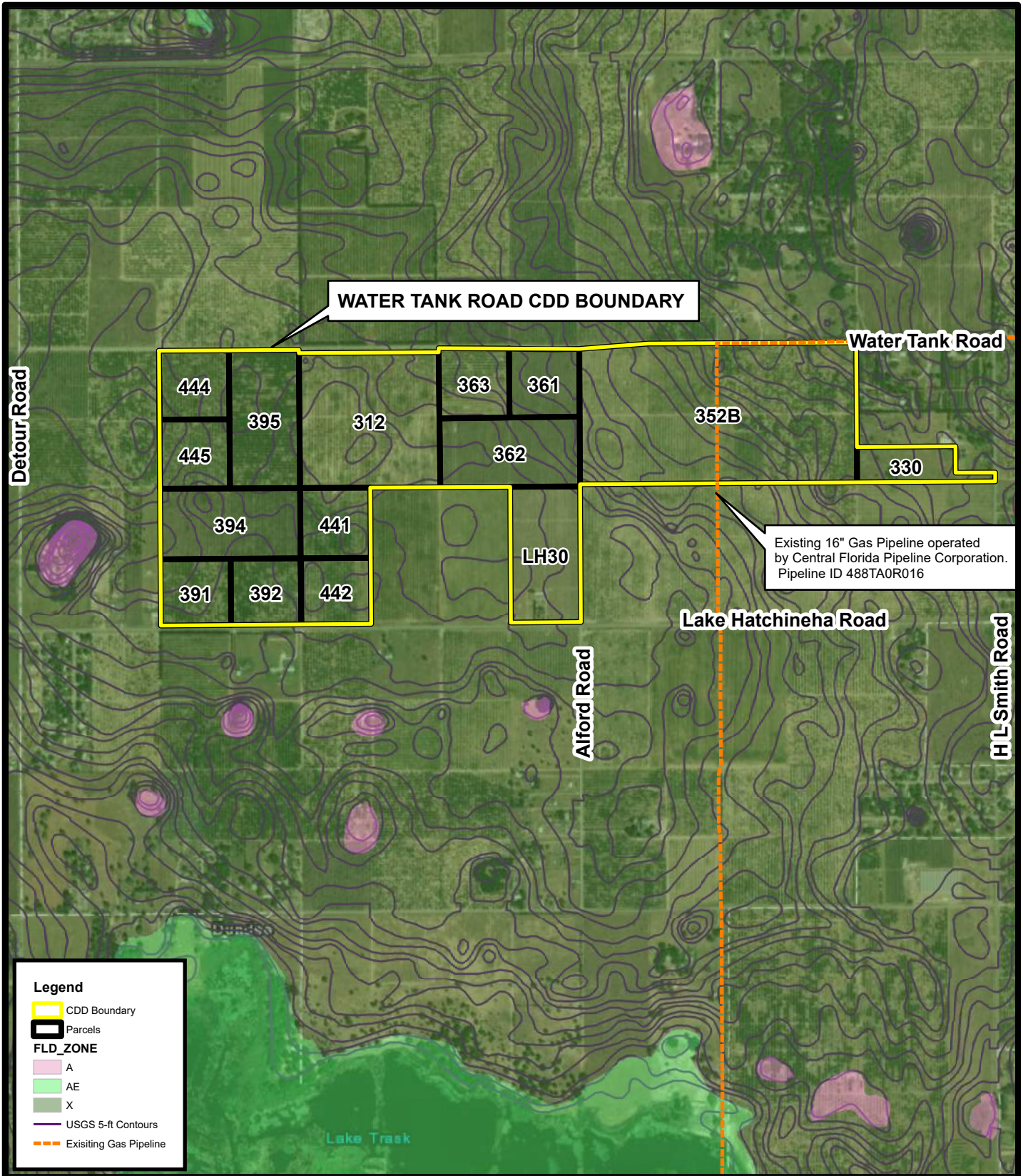
POLK COUNTY, FL

EXHIBIT 5 FUTURE LAND USE MAP WATER TANK ROAD CDD

APPROX. CDD BOUNDARY
AREA - 282.33 AC



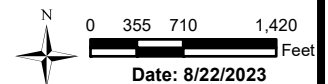
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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



POLK COUNTY, FL

EXHIBIT 6 DRAINAGE AND UTILITIES WATER TANK ROAD CDD

APPROX. CDD BOUNDARY
AREA - 289 AC



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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Exhibit 7A

SUMMARY OF PROPOSED DISTRICT FACILITIES				
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING	OPERATION AND MAINTENANCE
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	Town of Lake Hamilton**
Street Lighting****	District	District	District Bonds	District/Duke Energy**
Road Construction	District	Haines City***	District Bonds	Town of Lake Hamilton/Polk County***
Offsite Improvements	District	Polk County/Town of Lake Hamilton	District Bonds	Polk County/Town of Lake Hamilton***
Entry Feature & Signage	District	District	District Bonds	District
Recreation Facilities/Amenities	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

**Lift Stations/Water/Sewer to be owned by City of Haines City and operated and maintained by Town of Lake Hamilton

***Offsite roads to be owned by Polk County/Town of Lake Hamilton, but operated/maintained by either Town of Lake Hamilton or Polk County

**** District will fund only the incremental cost of undergrounding of electrical conduit

**SUMMARY OF OPINION OF PROBABLE COST
EXHIBIT 7B**

	PHASE 1		PHASE 2		PHASE 3		TOTAL
Estimated Construction	2025-2027		2026-2028		2027-2029		
Lot Type	40'	50'	40'	50'	40'	50'	
# of Lots	369	213	253	163	178	130	1306
Offsite Improvements (1)(5)(7)(10)	\$1,615,482	\$932,514	\$1,107,634	\$713,614	\$779,284	\$569,140	\$5,717,668
Stormwater Management (1)(2)(3)(5)(6)(7)(10)	\$5,449,171	\$3,145,456	\$3,736,152	\$2,407,086	\$2,628,597	\$1,919,762	\$19,286,224
Utilities (Water, Sewer, & Reuse) (1)(5)(7)(9)(10)	\$4,885,176	\$2,819,898	\$3,349,457	\$2,157,950	\$2,356,535	\$1,721,065	\$17,290,082
Roadway (1)(4)(5)(7)(10)	\$2,434,957	\$1,405,544	\$1,669,496	\$1,075,604	\$1,174,586	\$857,844	\$8,618,033
Entry Feature (1)(7)(8)(9)(10)	\$300,000	\$250,000	\$50,000	\$50,000	\$50,001	\$50,002	\$750,003
Parks and Amenities (1)(7)(10)	\$930,618	\$537,186	\$638,066	\$411,086	\$448,916	\$327,860	\$3,293,732
SUBTOTAL CONSTRUCTION	\$15,615,404	\$9,090,599	\$10,550,805	\$6,815,341	\$7,437,919	\$5,445,673	\$54,955,742
General Consulting (Engr & Legal) @ 10%	\$1,561,540.40	\$909,059.91	\$1,055,080.55	\$681,534.11	\$743,791.95	\$544,567.28	\$5,495,574
Contingency @ 10%	\$1,717,694.44	\$999,965.90	\$1,160,588.60	\$749,687.52	\$818,171.14	\$599,024.01	\$6,045,132
TOTAL	\$18,894,638.89	\$10,999,624.89	\$12,766,474.63	\$8,246,562.71	\$8,999,882.57	\$6,589,264.09	\$66,496,448

Notes:

(1) District to be constructed as three (3) phases.

(2) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.

(3) Excludes grading of each lot in conjunction with home construction, which will be provided by homebuilder.

(4) Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.

(5) Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.

(6) Includes subdivision infrastructure and civil/site engineering.

(7) Stormwater does not include grading associated with building pads.

(8) Estimates are based on 2024 cost.

(9) Includes entry features, signage, hardscape, landscape, irrigation and fencing.

(10) CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the cost of undergrounding.

(11) Estimates based on 1306 lots.

(12) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

SECTION 4

**MASTER
ASSESSMENT METHODOLOGY

FOR
WATER TANK ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 12, 2024

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



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GMS-CF, LLC does not represent the Water Tank Road Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Water Tank Road Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Water Tank Road Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the “District”). The District plans to issue up to \$87,525,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer’s Report dated March 12, 2024 prepared by Dewberry Engineers, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District’s capital improvement plan (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 289 acres within the Town of Lake Hamilton, Florida in Polk County, Florida. The development program currently envisions approximately 1,306 residential units (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$66,496,448. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$87,525,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by Cassidy Holdings, LLC or a related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$87,525,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$87,525,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development; these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$66,496,448. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately \$87,525,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting, site planning, or the recording of declaration of condominium, (“Assigned Properties”) has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis (“Unassigned Properties”). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 1,306 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. There are two residential product types within the planned development. The single family 50’ home has been set as the base unit and has been assigned one equivalent residential unit (“ERU”). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities, and services for its residents. These include offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the

type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement, or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

**TABLE 1
 WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 MASTER ASSESSMENT METHODOLOGY**

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family 40'	800	800	0.80	640.00
Single Family 50'	506	506	1.00	506.00
Total Units	1,306	1,306		1146.00

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 5,717,668
Stormwater Management	\$ 19,286,224
Utilities (Water, Sewer, & Street Lighting)	\$ 17,290,082
Roadway	\$ 8,618,033
Entry Feature	\$ 750,003
Parks and Amenities	\$ 3,293,732
Professional Fees	\$ 5,495,574
Contingency	\$ 6,045,132
	\$ 66,496,448

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated March 12, 2024

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 66,496,448
Debt Service Reserve	\$ 6,649,645
Capitalized Interest	\$ 11,378,250
Underwriters Discount	\$ 1,750,500
Cost of Issuance	\$ 1,250,000
Rounding	\$ 157
Par Amount*	\$ 87,525,000

Bond Assumptions:

Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Single Family 40'	800	0.8	640	55.85%	\$ 37,135,887	\$ 46,420
Single Family 50'	506	1.0	506	44.15%	\$ 29,360,561	\$ 58,025
Totals	1,306		1,146	100.00%	\$ 66,496,448	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Total Improvements		Allocation of Par	
		Costs Per Product	Type	Debt Per Product	Type
Single Family 40'	800	\$	37,135,887	\$	48,879,581
Single Family 50'	506	\$	29,360,561	\$	38,645,419
Totals	1,306	\$	66,496,448	\$	87,525,000

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 40	800	\$ 48,879,581	\$ 61,099	\$ 3,713,589	\$ 4,642	\$ 4,991
Single Family 50	506	\$ 38,645,419	\$ 76,374	\$ 2,936,056	\$ 5,802	\$ 6,239
Totals	1,306	\$ 87,525,000		\$ 6,649,645		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
BERRY REAL ESTATE LLC	282814-000000-023150	7.85	\$ 302,855	\$ 2,377,409	\$ 180,622	\$ 194,217
PHC I PROPERTY LLC	272815-000000-021010	9.74	\$ 302,855	\$ 2,949,804	\$ 224,109	\$ 240,978
PHC I PROPERTY LLC	272815-000000-021020	19.82	\$ 302,855	\$ 6,002,580	\$ 456,041	\$ 490,367
CCR IRA LLC	272815-000000-021030	9.97	\$ 302,855	\$ 3,019,461	\$ 229,401	\$ 246,668
ABC IRA LLC/SLC IRA LLC	272815-000000-024020	10.04	\$ 302,855	\$ 3,040,661	\$ 231,012	\$ 248,400
ABC IRA LLC/SLC IRA LLC	272815-000000-024030	9.42	\$ 302,855	\$ 2,852,891	\$ 216,746	\$ 233,060
NORTHEAST POLK LAND INVESTMENTS LLC	272815-000000-041010	19.72	\$ 302,855	\$ 5,972,294	\$ 453,740	\$ 487,893
ABC IRA LLC/SLC IRA LLC	272815-000000-041020	9.83	\$ 302,855	\$ 2,977,061	\$ 226,180	\$ 243,204
ABC IRA LLC/SLC IRA LLC	272815-000000-041030	9.90	\$ 302,855	\$ 2,998,261	\$ 227,791	\$ 244,936
NORTHEAST POLK LAND INVESTMENTS LLC	272815-000000-042010	20.13	\$ 302,855	\$ 6,096,465	\$ 463,174	\$ 498,037
SLC FAMILY INVESTMENTS LLC	272815-000000-042020	9.44	\$ 302,855	\$ 2,858,948	\$ 217,206	\$ 233,555
SLC FAMILY INVESTMENTS LLC	272815-000000-042030	9.48	\$ 302,855	\$ 2,871,062	\$ 218,127	\$ 234,545
NORTHEAST POLK LAND INVESTMENTS LLC	272815-822500-000010	38.61	\$ 302,855	\$ 11,693,219	\$ 888,383	\$ 955,251
CASSIDY HOLDINGS LLC	272814-000000-034000	85.71	\$ 302,855	\$ 25,957,674	\$ 1,972,114	\$ 2,120,553
CASSIDY HOLDINGS LLC	272815-000000-022010	19.34	\$ 302,855	\$ 5,857,209	\$ 444,997	\$ 478,491
Totals		289.00		\$ 87,525,000	\$ 6,649,645	\$ 7,150,156

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	\$6,649,645

* - See Metes and Bounds, attached as Exhibit A

Drawing name: C:\Users\wsanalot\AppData\Local\Temp\Mch\Julisk_142656\50156285-sursketch-Water Tank Road_CDD.dwg DEW desc. & sketch Sheet 2 Aug 25, 2023 12:55pm by: rsmmolot


LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°36'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°24'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 289 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p>SKETCH OF DESCRIPTION - OF - WATER TANK RD CDD</p> <p>SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST POLK COUNTY FLORIDA</p>	 <p>Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	<p>PREPARED FOR: CH DEV LLC</p> <p>DATE: 08/25/2023 REV DATE: SCALE 1" = N/A</p> <p>PROJ: 50156285 DRAWN BY: WS CHECKED BY: WPH</p>
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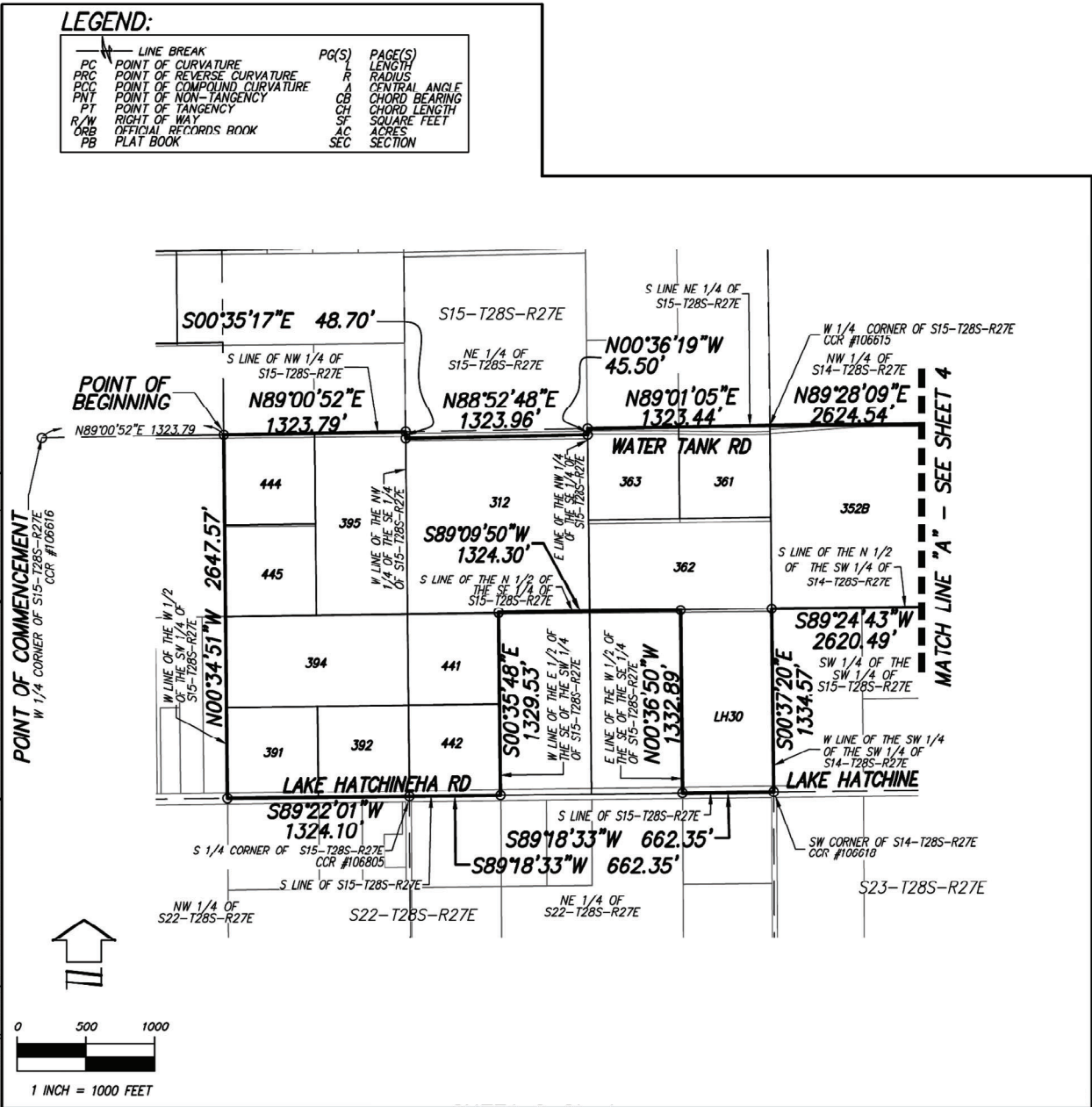
Dewberry

**EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD**

LEGEND:

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PC	POINT OF CURVATURE	L	LENGTH
PRC	POINT OF REVERSE CURVATURE	R	RADIUS
PCC	POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

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SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p>SKETCH OF DESCRIPTION - OF - WATER TANK RD CDD</p> <p>SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST</p> <p>POLK COUNTY FLORIDA</p>	<p> Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM</p> <p>CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR: CH DEV LLC</p> <p>DATE: 08/25/2023 REV DATE: SCALE 1" = 1000'</p> <p>PROJ: 50156285 DRAWN BY: WS CHECKED BY: WPH</p>
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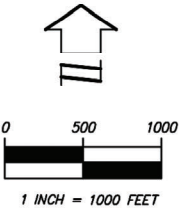
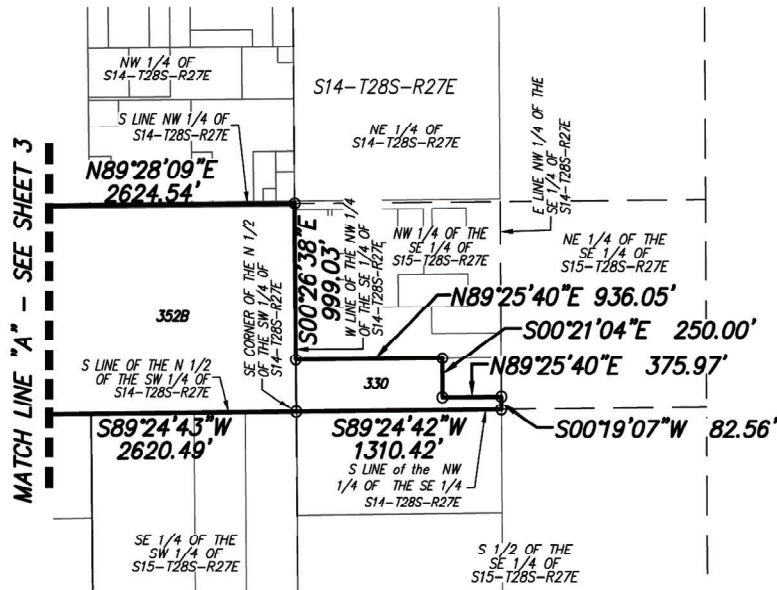
**EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD**

Dewberry

SHEET 2 OF 3

LEGEND:

PC	POINT OF CURVATURE	PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE	L	LENGTH
PCC	POINT OF COMPOUND CURVATURE	R	RADIUS
PNT	POINT OF NON-TANGENCY	CA	CENTRAL ANGLE
PT	POINT OF TANGENCY	CB	CHORD BEARING
R/W	RIGHT OF WAY	CH	CHORD LENGTH
ORB	OFFICIAL RECORDS BOOK	SF	SQUARE FEET
PB	PLAT BOOK	AC	ACRES
		SEC	SECTION



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 08/25/2023
REV DATE:
SCALE 1" = 1000'

PROJ: 50156285
DRAWN BY: WS
CHECKED BY: WPH

**EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD**



Drawing name: c:\Users\wsamald\appdata\local\temp\142856\142856 (50156285) - sur sketch, Water Tank Road_CDD.dwg DEW desc. & sketch Sheet 4 Aug 23, 2023 12:55pm By: wsamald

SECTION 5

RESOLUTION 2024-36

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Water Tank Road Community Development District (the “**District**”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (the “**Board**”) noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities; roadways; water and wastewater facilities; off-site improvements; electrical utilities (street lighting); recreational amenities; and other infrastructure projects and services necessitated by the development of, and serving lands within, the District (the “**Improvements**”).

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the capital improvements (the “**Capital Improvements**”), the nature and location of which is described in the *Water Tank Road Community Development District Engineer’s Report*, dated March 12, 2024 (the “**Engineer’s Report**”) (attached as **Exhibit A** hereto and incorporated herein by this reference), and which the plans and specifications are on file at the office of the District Manager c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District Records Offices**”); (ii) the cost of such Capital Improvements be assessed against the lands specially benefited by such Capital Improvements; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Capital Improvements, the levying of such Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Capital Improvements which are to be assessed against the benefitted properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the “**Bonds**”).

(g) By Resolution 2024-27, the Board determined to provide the Capital Improvements and to defray the costs thereof by making Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide all or a portion of the funds needed for the Capital Improvements prior to the collection of such Assessments. Resolution 2024-27 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2024-27, said Resolution 2024-27 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2024-27, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2024-27, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for

publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On April 24, 2024, at the time and place specified in Resolution 2024-27 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Capital Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

i. that the estimated costs of the Capital Improvements are as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

ii. it is reasonable, proper, just and right to assess the cost of such Capital Improvements against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Assessment Methodology for Water Tank Road Community Development District*, dated March 12, 2024 (the "**Assessment Report**," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such **Exhibit B** (the "**Assessments**"); and

iii. the Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the issuance of the Bonds;

iv. it is hereby declared that the Capital Improvements will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**;

v. that the costs of the Capital Improvements are fairly and reasonably apportioned to the properties specifically benefitted as set forth in **Exhibit B**;

vi. it is in the best interests of the District that the Assessments be paid and collected as herein provided; and

vii. it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Capital Improvements are assessed accordingly and that sufficient assessment receipts are being generated in

order to pay the corresponding bond debt-service when due;

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That construction of Capital Improvements initially described in Resolution No. 2024-27, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Capital Improvements and the costs to be paid by Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on the parcels specially benefited by the Capital Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, these Assessments, as reflected in **Exhibit B** attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Capital Improvements project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Capital Improvements, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such

credits, if any, shall be entered in the Improvement Lien Book.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Capital Improvements and the adoption by the Board of a resolution accepting the Capital Improvements, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Capital Improvements costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Capital Improvements have been completed and a resolution accepting the Capital Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the “**Uniform Method**”). The District has heretofore taken or will use its best efforts to take, as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For the period the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Polk County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Report, attached hereto as **Exhibit B**, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with **Exhibit B**, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth (the "**True-Up Methodology**"). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with landowner and/or developer that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Capital Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Capital Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed

by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the project funded by the corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. 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.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 24th day of April 2024.

Attest:

**WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Water Tank Road Community Development District Engineer’s Report*, dated March 12, 2024

Exhibit B: *Master Assessment Methodology for Water Tank Road Community Development District*, dated March 12, 2024

Exhibit A

Water Tank Road Community Development District Engineer's Report,
dated March 12, 2024

REFERENCE NO. 50167485

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WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT

Engineer's Report

MARCH 12, 2024



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 North Magnolia Avenue
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Water Tank Road
Community Development District
219 East Livingston Street
Orlando, Florida 32801
407.841.5524

Engineer's Report

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1. Introduction

Water Tank Road Community Development District (the “District” or “CDD”) is located entirely within the Town of Lake Hamilton (“Town”), Florida in Polk County (“County”), Florida. It is generally located along Water Tank Road, east of Detour Road and north of Lake Hatchineha Road. The District currently contains approximately 289 acres and consists of 1306 residential lots with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the Town’s ordinance O-24-05, which was approved by the Town Council on March 5, 2024. The District will own and operate the onsite public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The master developer (“Developer”) is Cassidy Holdings, LLC, which is based in Winter Haven, Florida. The development is approved as a Planned Development (PD) for residential units to be constructed in three (3) phases over an estimated four (4) year period. A land use summary is presented in Table 1.1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the Town, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Exhibit 7 of this report.

The Capital Improvement Plan (CIP) set forth in this Engineer’s Report reflects the present intentions of the District and the landowners. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	DISTRICT AREA (AC)
Master Stormwater System	40
Residential Land (Single-Family Lots)	98
Roadways Infrastructure & Public Facilities	44
Open Space/Conservation Areas/Parks	108
TOTAL	289

Table 1.2 Lot Types

LAND USE SUMMARY			
LOT WIDTH	NUMBER OF LOTS		
	PHASE 1	PHASE 2	PHASE 3
40-ft SRF Lots	369	253	178
50-ft SFR Lots	213	163	130
TOTAL	582	416	308

Implementation of any proposed facilities or improvements outlined in this report requires written approval from the District’s Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates as final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the City of Haines City for ownership and the Town of Lake Hamilton for maintenance upon completion.

2. Purpose and Scope

The purpose of this report is to provide engineering support for the funding of the proposed improvements within the District. This report identifies the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and permitted for the improvements described herein. The engineer has considered and, in specific instances, has relied upon the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of 1306 single-family residential units and associated infrastructure. The overall development is a planned residential community consisting of 289 acres along Water Tank Road, East of Detour Road. It is located in the Town of Lake Hamilton. The zoning for the development is RSF-3 (moderate-density single family residential) and AL (limited agricultural). The future land use of the development is LDR (low density residential). The development will be constructed in three phases.

4. Capital Improvements

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three lift stations, recreational improvements, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

Stormwater structures and conveyance culverts will be constructed within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP.

Installation of the water distribution and wastewater collection system (including lift stations) will also occur at this time. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. The incremental cost of undergrounding power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, conservation areas will serve as passive parks within the development that are available to the public for utilization of the facilities. The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be open to the public and accessible by public roadways and sidewalks.

5. Capital improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the Town, County, and SWFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Number 12105C0390G, dated December 22, 2016, demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it appears that 100-year compensation will be located in areas where existing depressions will be impacted throughout the development and the 100-year flood volumes will be compensated as it is required by the County and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reports as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

5.2 Public Roadways

The proposed public roadway sections include a 22-foot roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District will fund roadway construction for all public roadways.

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the Town of Lake Hamilton, but the system will be owned by The City of Haines City. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. One lift station is anticipated for this CIP. Flow from the lift station shall be connected to a proposed force main that will pump to an existing force main that will connect to the Town's wastewater treatment facility. No water or sewer laterals will be placed within private lots or private property.

5.4 Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances, which will be owned by the Town of Lake Hamilton and Polk County. Upon completion, the required inspections as well as final certifications of completions for the improvements will be obtained from the Town, County, SWFWMD, and FDEP (water distribution and wastewater collection systems).

5.5 Amenities and Parks

The District will provide funding for an amenity center anticipated to include the following: parking areas, pavilion with restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the amenity center within the CDD. In addition, there will be passive parks throughout the development, which will include benches and walking trails. The amenities and parks will be open to the public.

5.6 Electric Utilities and Lighting

The electric distribution system through the District is currently planned to be underground. The District presently intends to fund and construct the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by Duke Energy (Duke). Electric facilities will be maintained by Duke after the dedication to the District, with Duke providing underground electrical service to the development.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The development will not be gated. The irrigation system will use an irrigation well. The well and irrigation water mains for the development's various phases will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters, which will be funded, owned, and maintained by the CDD.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit all the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

Construction permits for the development are required and include the Town, County, SWFWMD, FDEP.

Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District.

Table 5.1 Permit Status

PERMIT STATUS	
PERMITS/APPROVALS	PERMIT STATUS
Zoning Approval	Residential Planned Unit Development (RPUD)
Preliminary Plat	To Be Obtained
SWFWMD ERP	To Be Obtained
Construction Permits	To Be Obtained
FDEP Sanitary Sewer General Permit	To Be Obtained
FDEP Water Distribution General Permit	To Be Obtained
NOI	To Be Obtained

6. Recommendation

As previously described, the public infrastructure is necessary for the development and functional operation as required by the Town. The site planning, engineering design, and construction plans for the infrastructure are in accordance with the applicable requirements of the Town, County, SWFWMD, and FDEP. It should be noted that the infrastructure will provide its intended use and function provided the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs of this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Polk County, and Town regulations.

7. Report Modification

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8. Summary and Conclusion

The improvements as outlined are necessary for the functional development of the CDD. The CDD is being designed in accordance with current government regulatory requirements. The development will serve its intended function provided the construction is in substantial compliance with the design. Construction of the development is based upon current development plans.

9. Engineer’s Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and the Town. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's

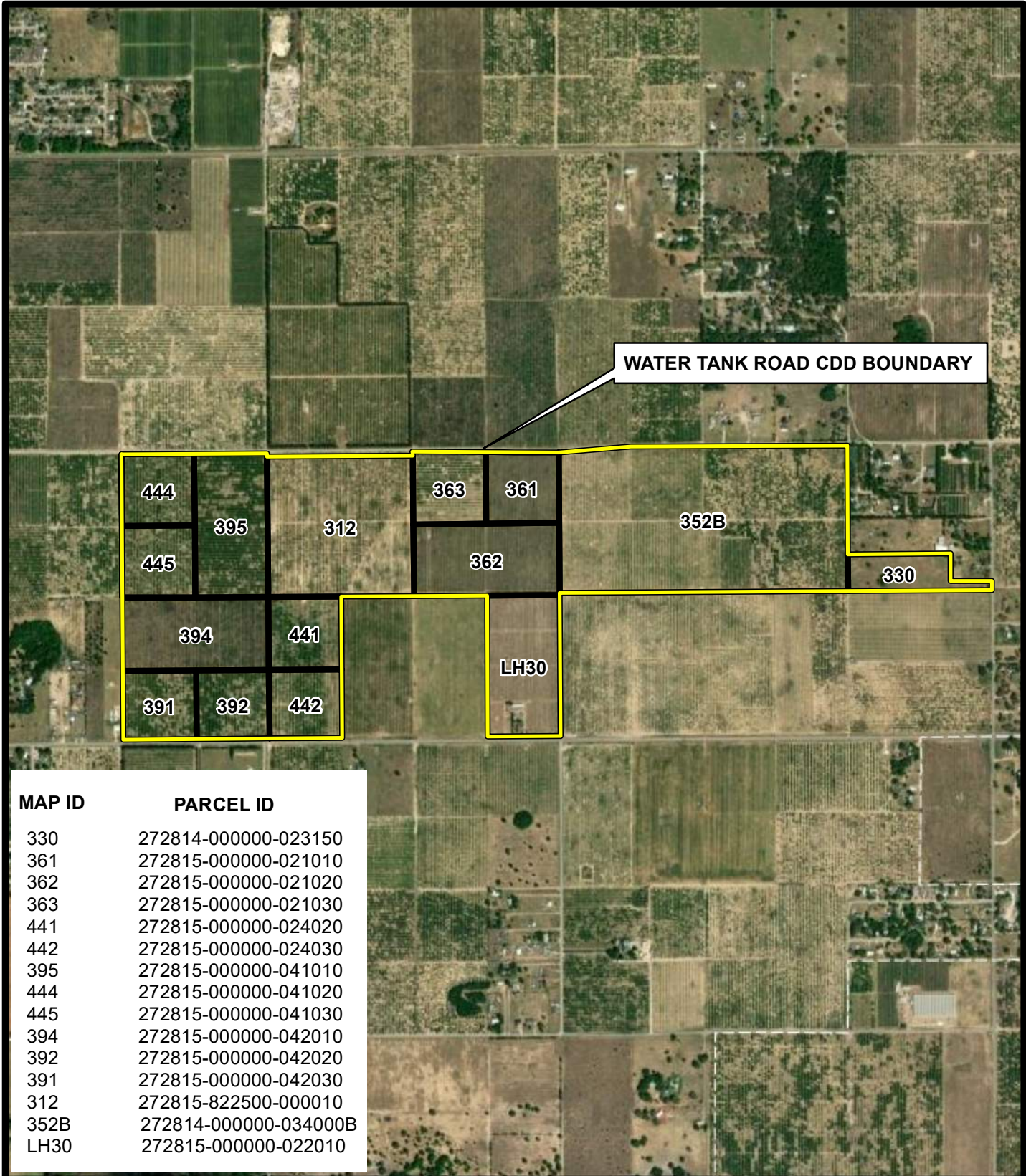
control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Water Tank Road Community Development District.



Reinardo Malavé, P.E.
Florida License No. 31588

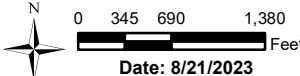


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394	272815-000000-042010
392	272815-000000-042020
391	272815-000000-042030
312	272815-822500-000010
352B	272814-000000-034000B
LH30	272815-000000-022010

POLK COUNTY, FL

APPROX. CDD BOUNDARY
AREA - 289 AC

EXHIBIT 1 - LOCATION MAP WATER TANK ROAD CDD



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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Drawing name: C:\Users\wsamalot\appdata\local\temp\AcPublish_142856(50156285)-sursketch-Water Tank Road_CDD.dwg DEW desc. & sketch Sheet 2 Aug 25, 2023 12:55pm by wsamalot

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°36'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°24'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 289 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

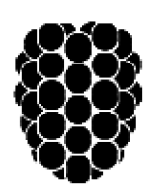
—OF—

WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 08/25/2023

REV DATE:

SCALE 1" = N/A

PROJ: 50156285

DRAWN BY: WS

CHECKED BY: WPH

EXHIBIT 2

LEGAL DESCRIPTION

WATER TANK ROAD CDD

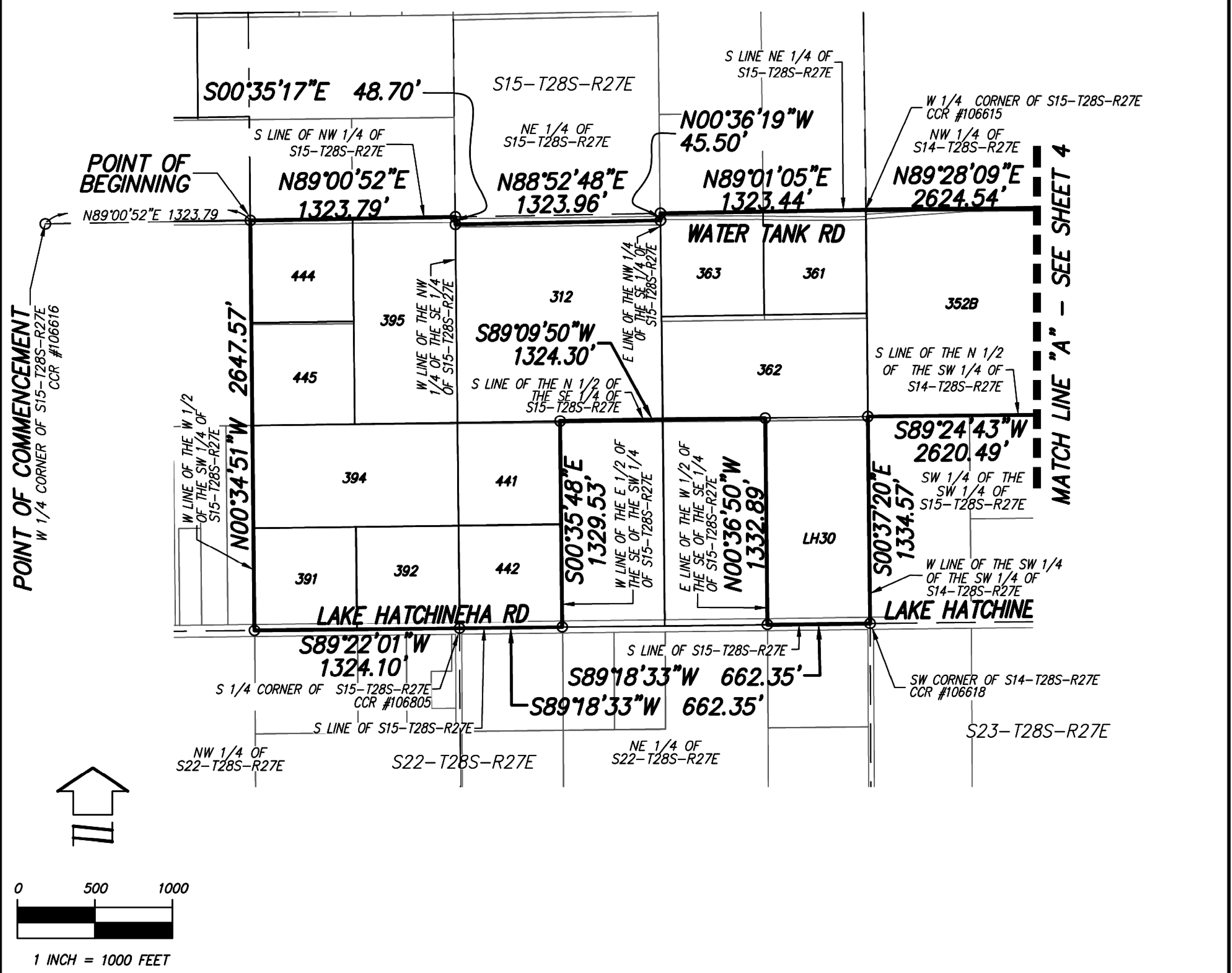


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PCC	POINT OF COMPOUND CURVATURE	Δ	CENTRAL ANGLE
PNT	POINT OF NON-TANGENCY	CB	CHORD BEARING
PT	POINT OF TANGENCY	CH	CHORD LENGTH
R/W	RIGHT OF WAY	SF	SQUARE FEET
ORB	OFFICIAL RECORDS BOOK	AC	ACRES
PB	PLAT BOOK	SEC	SECTION

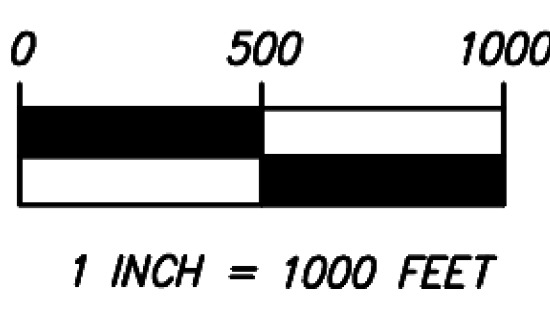
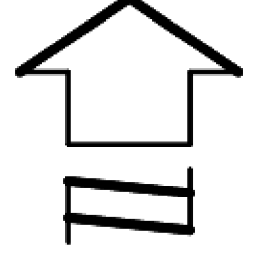
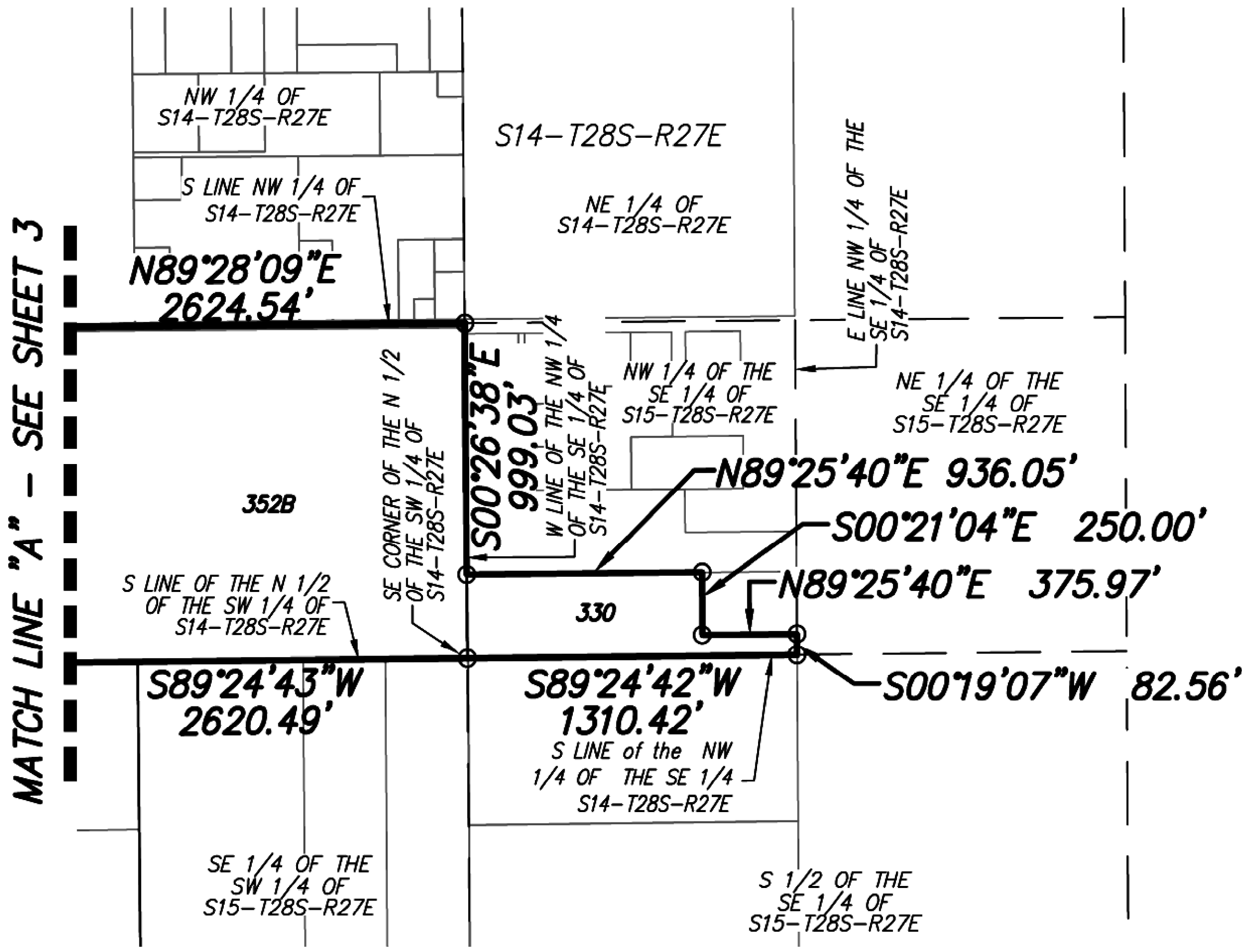


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<p style="text-align: center;">SKETCH OF DESCRIPTION</p> <p style="text-align: center;">—OF—</p> <p style="text-align: center;">WATER TANK RD CDD</p> <p style="text-align: center;">SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST</p> <p>POLK COUNTY FLORIDA</p>	<p>Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p style="text-align: center;">PREPARED FOR:</p> <p style="text-align: center;">CH DEV LLC</p> <p>DATE: 08/25/2023 PROJ: 50156285 REV DATE: DRAWN BY: WS SCALE 1" = 1000' CHECKED BY: WPH</p>
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PB	PLAT BOOK	SEC	SECTION

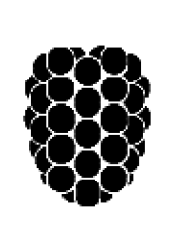


SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
 -OF-
WATER TANK RD CDD

SECTIONS 14 & 15,
 TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY FLORIDA



Dewberry

131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 PHONE: 321.354.9826 FAX: 407.648.9104
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
CH DEV LLC

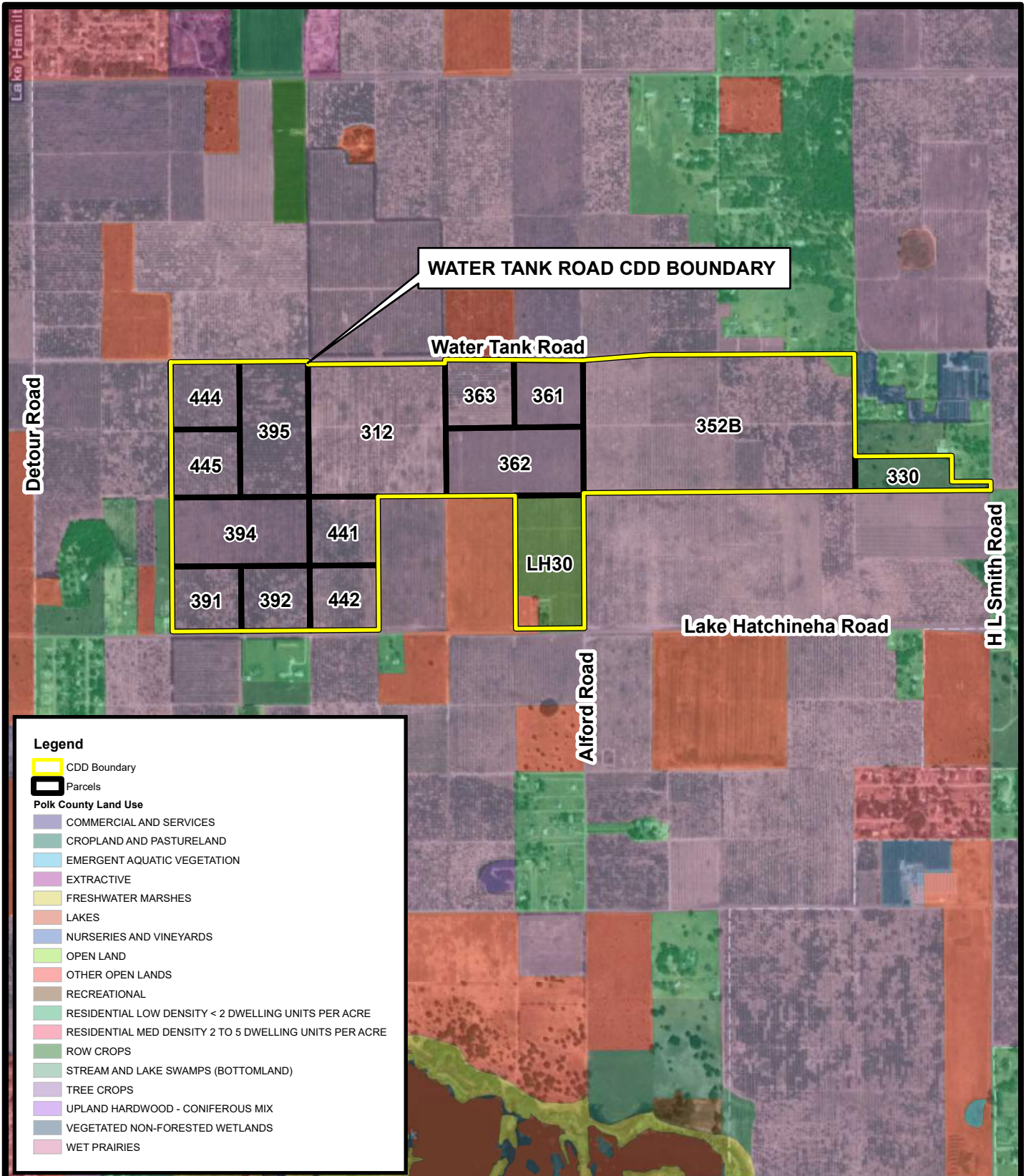
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EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD



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Legend

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- Parcels

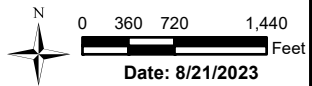
Polk County Land Use

- COMMERCIAL AND SERVICES
- CROPLAND AND PASTURELAND
- EMERGENT AQUATIC VEGETATION
- EXTRACTIVE
- FRESHWATER MARSHES
- LAKES
- NURSERIES AND VINEYARDS
- OPEN LAND
- OTHER OPEN LANDS
- RECREATIONAL
- RESIDENTIAL LOW DENSITY < 2 DWELLING UNITS PER ACRE
- RESIDENTIAL MED DENSITY 2 TO 5 DWELLING UNITS PER ACRE
- ROW CROPS
- STREAM AND LAKE SWAMPS (BOTTOMLAND)
- TREE CROPS
- UPLAND HARDWOOD - CONIFEROUS MIX
- VEGETATED NON-FORESTED WETLANDS
- WET PRAIRIES

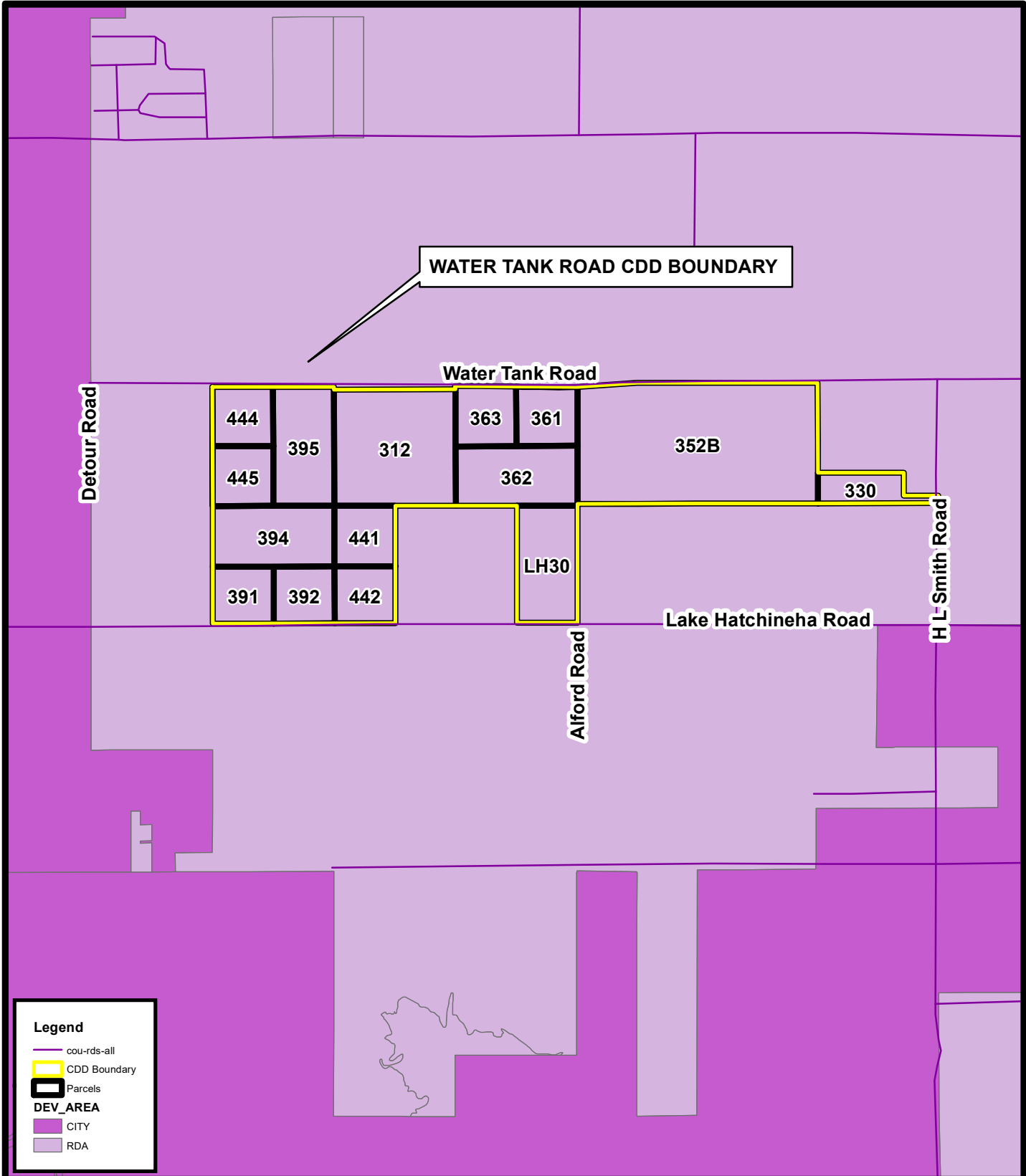
POLK COUNTY, FL

EXHIBIT 4 ZONING MAP WATER TANK ROAD CDD

APPROX. CDD BOUNDARY
AREA - 289 AC



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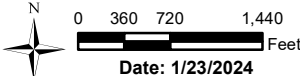
Legend

- cou-rds-all
- CDD Boundary
- Parcels
- DEV_AREA
- CITY
- RDA

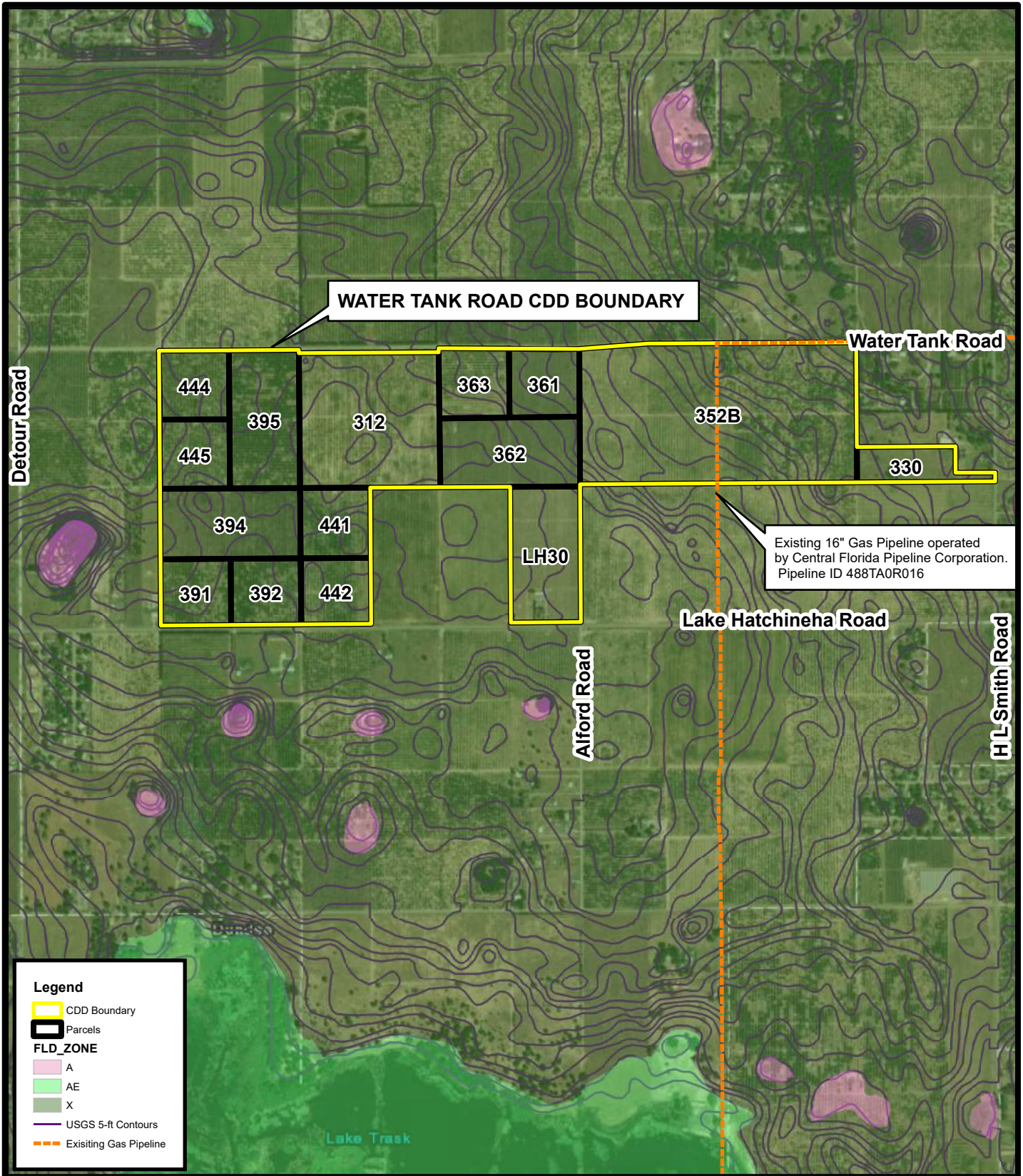
POLK COUNTY, FL

EXHIBIT 5 FUTURE LAND USE MAP WATER TANK ROAD CDD

APPROX. CDD BOUNDARY
AREA - 282.33 AC



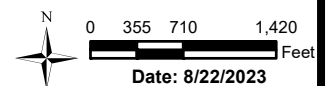
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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



POLK COUNTY, FL

EXHIBIT 6 DRAINAGE AND UTILITIES WATER TANK ROAD CDD

APPROX. CDD BOUNDARY
AREA - 289 AC



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Exhibit 7A

SUMMARY OF PROPOSED DISTRICT FACILITIES				
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING	OPERATION AND MAINTENANCE
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	Town of Lake Hamilton**
Street Lighting****	District	District	District Bonds	District/Duke Energy**
Road Construction	District	Haines City***	District Bonds	Town of Lake Hamilton/Polk County***
Offsite Improvements	District	Polk County/Town of Lake Hamilton	District Bonds	Polk County/Town of Lake Hamilton***
Entry Feature & Signage	District	District	District Bonds	District
Recreation Facilities/Amenities	District	District	District Bonds	District

*Costs not funded by bonds will be funded by the developer.

**Lift Stations/Water/Sewer to be owned by City of Haines City and operated and maintained by Town of Lake Hamilton

***Offsite roads to be owned by Polk County/Town of Lake Hamilton, but operated/maintained by either Town of Lake Hamilton or Polk County

**** District will fund only the incremental cost of undergrounding of electrical conduit

**SUMMARY OF OPINION OF PROBABLE COST
EXHIBIT 7B**

	PHASE 1		PHASE 2		PHASE 3		TOTAL
Estimated Construction	2025-2027		2026-2028		2027-2029		
Lot Type	40'	50'	40'	50'	40'	50'	
# of Lots	369	213	253	163	178	130	1306
Offsite Improvements (1)(5)(7)(10)	\$1,615,482	\$932,514	\$1,107,634	\$713,614	\$779,284	\$569,140	\$5,717,668
Stormwater Management (1)(2)(3)(5)(6)(7)(10)	\$5,449,171	\$3,145,456	\$3,736,152	\$2,407,086	\$2,628,597	\$1,919,762	\$19,286,224
Utilities (Water, Sewer, & Reuse) (1)(5)(7)(9)(10)	\$4,885,176	\$2,819,898	\$3,349,457	\$2,157,950	\$2,356,535	\$1,721,065	\$17,290,082
Roadway (1)(4)(5)(7)(10)	\$2,434,957	\$1,405,544	\$1,669,496	\$1,075,604	\$1,174,586	\$857,844	\$8,618,033
Entry Feature (1)(7)(8)(9)(10)	\$300,000	\$250,000	\$50,000	\$50,000	\$50,001	\$50,002	\$750,003
Parks and Amenities (1)(7)(10)	\$930,618	\$537,186	\$638,066	\$411,086	\$448,916	\$327,860	\$3,293,732
SUBTOTAL CONSTRUCTION	\$15,615,404	\$9,090,599	\$10,550,805	\$6,815,341	\$7,437,919	\$5,445,673	\$54,955,742
General Consulting (Engr & Legal) @ 10%	\$1,561,540.40	\$909,059.91	\$1,055,080.55	\$681,534.11	\$743,791.95	\$544,567.28	\$5,495,574
Contingency @ 10%	\$1,717,694.44	\$999,965.90	\$1,160,588.60	\$749,687.52	\$818,171.14	\$599,024.01	\$6,045,132
TOTAL	\$18,894,638.89	\$10,999,624.89	\$12,766,474.63	\$8,246,562.71	\$8,999,882.57	\$6,589,264.09	\$66,496,448

Notes:

- (1) District to be constructed as three (3) phases.
- (2) Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
- (3) Excludes grading of each lot in conjunction with home construction, which will be provided by homebuilder.
- (4) Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
- (5) Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- (6) Includes subdivision infrastructure and civil/site engineering.
- (7) Stormwater does not include grading associated with building pads.
- (8) Estimates are based on 2024 cost.
- (9) Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- (10) CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Includes only the cost of undergrounding.
- (11) Estimates based on 1306 lots.
- (12) The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (All phases).

Exhibit B

Master Assessment Methodology for Water Tank Road Community Development District, dated
March 12, 2024

**MASTER
ASSESSMENT METHODOLOGY

FOR
WATER TANK ROAD
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 12, 2024

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



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GMS-CF, LLC does not represent the Water Tank Road Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Water Tank Road Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Water Tank Road Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the “District”). The District plans to issue up to \$87,525,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer’s Report dated March 12, 2024 prepared by Dewberry Engineers, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District’s capital improvement plan (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 289 acres within the Town of Lake Hamilton, Florida in Polk County, Florida. The development program currently envisions approximately 1,306 residential units (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$66,496,448. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$87,525,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by Cassidy Holdings, LLC or a related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$87,525,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$87,525,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development; these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$66,496,448. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately \$87,525,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting, site planning, or the recording of declaration of condominium, (“Assigned Properties”) has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis (“Unassigned Properties”). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 1,306 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. There are *two* residential product types within the planned development. The single family 50’ home has been set as the base unit and has been assigned one equivalent residential unit (“ERU”). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities, and services for its residents. These include offsite improvements, stormwater management, utilities (water, sewer, & street lighting), roadway, entry feature, parks and amenities, professional fees, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the

type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement, or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

**TABLE 1
 WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 MASTER ASSESSMENT METHODOLOGY**

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family 40'	800	800	0.80	640.00
Single Family 50'	506	506	1.00	506.00
Total Units	1,306	1,306		1146.00

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 5,717,668
Stormwater Management	\$ 19,286,224
Utilities (Water, Sewer, & Street Lighting)	\$ 17,290,082
Roadway	\$ 8,618,033
Entry Feature	\$ 750,003
Parks and Amenities	\$ 3,293,732
Professional Fees	\$ 5,495,574
Contingency	\$ 6,045,132
	\$ 66,496,448

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated March 12, 2024

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 66,496,448
Debt Service Reserve	\$ 6,649,645
Capitalized Interest	\$ 11,378,250
Underwriters Discount	\$ 1,750,500
Cost of Issuance	\$ 1,250,000
Rounding	\$ 157
Par Amount*	\$ 87,525,000

Bond Assumptions:

Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Single Family 40'	800	0.8	640	55.85%	\$ 37,135,887	\$ 46,420
Single Family 50'	506	1.0	506	44.15%	\$ 29,360,561	\$ 58,025
Totals	1,306		1,146	100.00%	\$ 66,496,448	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Total Improvements		Allocation of Par	
		Costs Per Product	Type	Debt Per Product	Type
Single Family 40'	800	\$	37,135,887	\$	48,879,581
Single Family 50'	506	\$	29,360,561	\$	38,645,419
Totals	1,306	\$	66,496,448	\$	87,525,000

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 40	800	\$ 48,879,581	\$ 61,099	\$ 3,713,589	\$ 4,642	\$ 4,991
Single Family 50	506	\$ 38,645,419	\$ 76,374	\$ 2,936,056	\$ 5,802	\$ 6,239
Totals	1,306	\$ 87,525,000		\$ 6,649,645		

(1) This amount includes collection fees and early payment discounts when collected on the County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
BERRY REAL ESTATE LLC	282814-000000-023150	7.85	\$ 302,855	\$ 2,377,409	\$ 180,622	\$ 194,217
PHC I PROPERTY LLC	272815-000000-021010	9.74	\$ 302,855	\$ 2,949,804	\$ 224,109	\$ 240,978
PHC I PROPERTY LLC	272815-000000-021020	19.82	\$ 302,855	\$ 6,002,580	\$ 456,041	\$ 490,367
CCR IRA LLC	272815-000000-021030	9.97	\$ 302,855	\$ 3,019,461	\$ 229,401	\$ 246,668
ABC IRA LLC/SLC IRA LLC	272815-000000-024020	10.04	\$ 302,855	\$ 3,040,661	\$ 231,012	\$ 248,400
ABC IRA LLC/SLC IRA LLC	272815-000000-024030	9.42	\$ 302,855	\$ 2,852,891	\$ 216,746	\$ 233,060
NORTHEAST POLK LAND INVESTMENTS LLC	272815-000000-041010	19.72	\$ 302,855	\$ 5,972,294	\$ 453,740	\$ 487,893
ABC IRA LLC/SLC IRA LLC	272815-000000-041020	9.83	\$ 302,855	\$ 2,977,061	\$ 226,180	\$ 243,204
ABC IRA LLC/SLC IRA LLC	272815-000000-041030	9.90	\$ 302,855	\$ 2,998,261	\$ 227,791	\$ 244,936
NORTHEAST POLK LAND INVESTMENTS LLC	272815-000000-042010	20.13	\$ 302,855	\$ 6,096,465	\$ 463,174	\$ 498,037
SLC FAMILY INVESTMENTS LLC	272815-000000-042020	9.44	\$ 302,855	\$ 2,858,948	\$ 217,206	\$ 233,555
SLC FAMILY INVESTMENTS LLC	272815-000000-042030	9.48	\$ 302,855	\$ 2,871,062	\$ 218,127	\$ 234,545
NORTHEAST POLK LAND INVESTMENTS LLC	272815-822500-000010	38.61	\$ 302,855	\$ 11,693,219	\$ 888,383	\$ 955,251
CASSIDY HOLDINGS LLC	272814-000000-034000	85.71	\$ 302,855	\$ 25,957,674	\$ 1,972,114	\$ 2,120,553
CASSIDY HOLDINGS LLC	272815-000000-022010	19.34	\$ 302,855	\$ 5,857,209	\$ 444,997	\$ 478,491
Totals		289.00		\$ 87,525,000	\$ 6,649,645	\$ 7,150,156

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	\$6,649,645

* - See Metes and Bounds, attached as Exhibit A

Drawing name: C:\Users\wsanalot\AppData\Local\Temp\Mch\Julisk_142656\50156285-sursketch-Water Tank Road_CDD.dwg DEW desc. & sketch Sheet 2 Aug 25, 2023 12:55pm by: rsmmolot

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°36'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°24'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 289 ACRES MORE OR LESS

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 08/25/2023
REV DATE:
SCALE 1" = N/A

PROJ: 50156285
DRAWN BY: WS
CHECKED BY: WPH

EXHIBIT 2

LEGAL DESCRIPTION

WATER TANK ROAD CDD

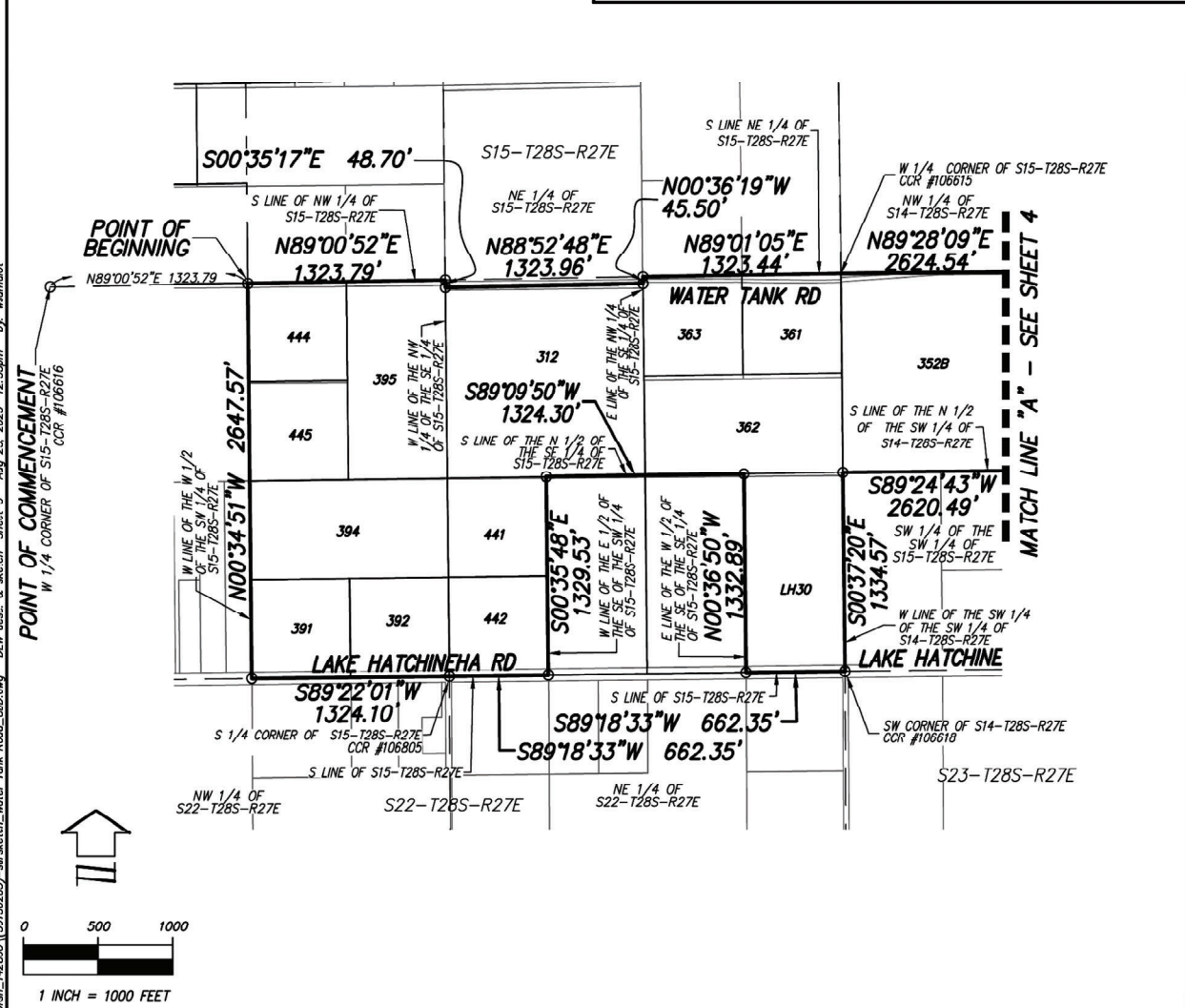


Dewberry

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PRC POINT OF REVERSE CURVATURE	R	RADIUS
PCC POINT OF COMPOUND CURVATURE	A	CENTRAL ANGLE
PNT POINT OF NON-TANGENCY	CB	CHORD BEARING
PT POINT OF TANGENCY	CH	CHORD LENGTH
R/W RIGHT OF WAY	SF	SQUARE FEET
ORB OFFICIAL RECORDS BOOK	AC	ACRES
PB PLAT BOOK	SEC	SECTION

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SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.



<p>SKETCH OF DESCRIPTION — OF — WATER TANK RD CDD</p> <p>SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST</p> <p>POLK COUNTY FLORIDA</p>	 <p>Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM</p> <p>CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR:</p> <p>CH DEV LLC</p> <p>DATE: 08/25/2023 REV DATE: SCALE 1" = 1000'</p> <p>PROJ: 50156285 DRAWN BY: WS CHECKED BY: WPH</p>
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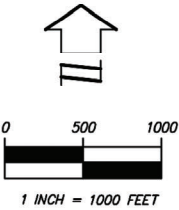
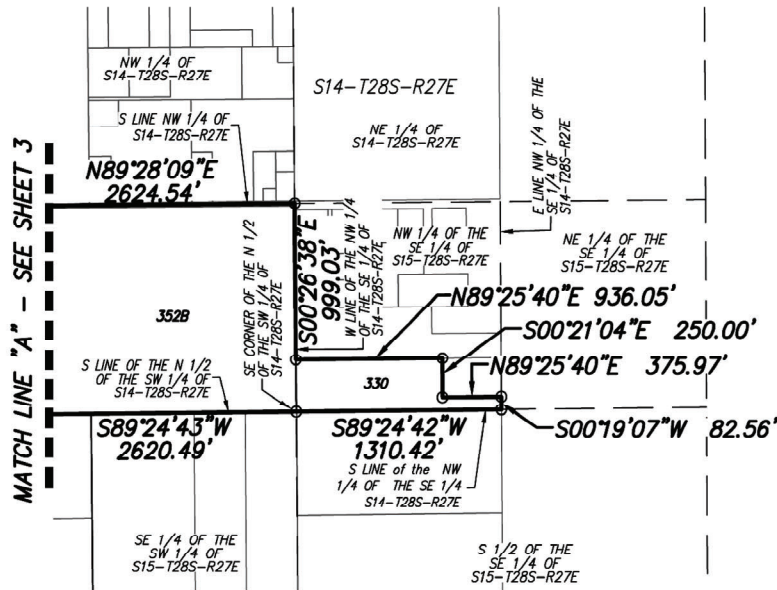
EXHIBIT 2
LEGAL DESCRIPTION
WATER TANK ROAD CDD



SHEET 2 OF 3

LEGEND:

PC	POINT OF CURVATURE	PG(S)	PAGE(S)
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PCC	POINT OF COMPOUND CURVATURE	R	RADIUS
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PT	POINT OF TANGENCY	CB	CHORD BEARING
R/W	RIGHT OF WAY	CH	CHORD LENGTH
ORB	OFFICIAL RECORDS BOOK	SF	SQUARE FEET
PB	PLAT BOOK	AC	ACRES
		SEC	SECTION



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

WATER TANK RD CDD

SECTIONS 14 & 15,
TOWNSHIP 28 SOUTH, RANGE 27 EAST

POLK COUNTY

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

CH DEV LLC

DATE: 08/25/2023
REV DATE:
SCALE 1" = 1000'

PROJ: 50156285
DRAWN BY: WS
CHECKED BY: WPH

EXHIBIT 2

LEGAL DESCRIPTION

WATER TANK ROAD CDD



Dewberry

Drawing name: c:\Users\wsamald\appdata\local\temp\142856\142856 (50156285) - sur sketch, Water Tank Road_CDD.dwg DEW desc. & sketch Sheet 4 Aug 23, 2023 12:55pm By: wsamald

SECTION B

SECTION 1

RESOLUTION 2024-37

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

WHEREAS, the Water Tank Road Community Development District (the “**District**”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (the “**Uniform Method**”); and

WHEREAS, the Board has previously adopted a resolution declaring the intent to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over certain lands within the District as described therein; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District’s intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Polk County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over all the lands in the District as further described in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT:

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

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

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

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

PASSED AND ADOPTED this 24th day of April 2024.

ATTEST:

**WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Legal Description of Water Tank Road Community Development District

EXHIBIT A
Legal Description of Water Tank Road Community Development District

A PORTION OF SECTIONS 14 AND 15, TOWNSHIP 28 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 15; THENCE N89°00'52"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, A DISTANCE OF 1323.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°00'52"E, A DISTANCE OF 1323.79 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE S00°35'17"E, ALONG SAID WEST LINE, A DISTANCE OF 48.70 FEET; THENCE DEPARTING SAID WEST LINE, RUN N88°52'48"E, A DISTANCE OF 1323.96 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE N00°36'19"E, ALONG SAID EAST LINE, A DISTANCE OF 45.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N89°01'05"E, ALONG SAID SOUTH LINE, A DISTANCE OF 1323.44 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 14; THENCE N89°28'09"E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 2624.54 FEET TO A POINT WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S00°26'38"E, ALONG SAID WEST LINE, A DISTANCE OF 999.03 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°25'40"E, A DISTANCE OF 936.05 FEET; THENCE S00°21'04"E, A DISTANCE OF 250.00 FEET; THENCE N89°25'40"E, A DISTANCE OF 375.97 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14; THENCE S00°19'07"W, ALONG SAID EAST LINE, A DISTANCE OF 82.56 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 14; THENCE S89°24'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1310.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S89°24'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2620.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE S00°37'20"E, ALONG SAID WEST LINE, A DISTANCE OF 1334.57 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE S89°18'33"W, ALONG SAID SOUTH LINE OF SECTION 15, A DISTANCE OF 662.35 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE N00°36'50"W, ALONG SAID EAST LINE, A DISTANCE OF 1332.89 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15; THENCE S89°09'50"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1324.30 FEET TO A POINT ON THE EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE S00°35'48"E, ALONG SAID EAST LINE, A DISTANCE OF 1329.53 FEET TO A POINT ON THE SOUTH LINE OF SECTION 15; THENCE ALONG THE SOUTH LINE OF SECTION 15 THE FOLLOWING TWO (2) COURSES AND DISTANCES; S89°18'33"W, A DISTANCE OF 662.35 FEET; THENCE S89°22'01"W, A DISTANCE OF 1324.10 FEET TO A POINT ON

THE WEST LINE OF THE WEST 1/2 OF THE SOUTH W 1/4 OF SECTION 15; THENCE
N00°34'51"W, ALONG SAID WEST LINE, A DISTANCE OF 2647.57 FEET TO THE POINT
OF BEGINNING.

CONTAINING 289 ACRES MORE OR LESS

SECTION C

SECTION 1

RESOLUTION 2024-38

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Water Tank Road Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Town of Lake Hamilton, Florida; 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, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the 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 rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. 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 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

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

PASSED AND ADOPTED this 24th day of April 2024.

ATTEST:

**WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure

Exhibit A
Rules of Procedure

**RULES OF PROCEDURE
WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF APRIL 24, 2024

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at 561-571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

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

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, 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 and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section

190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

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

- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least 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 include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

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

- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, 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) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule 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.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than 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 section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;

- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that 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) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;

- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other 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:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;

- (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

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

- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

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

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

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

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

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

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

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

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

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

place for submitting proposals.

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

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

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

Rule 3.3 Purchase of Insurance.

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

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed 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 two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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 pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery

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

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request

for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, 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, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, 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 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

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

District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
 - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all 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 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

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

(1) Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (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 facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
 - (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and

- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

- (5) 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 Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Rule 4.0 Effective Date.

These Rules shall be effective April 24, 2024, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

SECTION VII

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

Water Tank Road Community Development District

APRIL 15, 2024



COPY 1 OF 8

SUBMITTED BY

Dewberry Engineers Inc.
800 North Magnolia Avenue,
Suite 1000
Orlando, Florida 32803

SUBMITTED TO

Governmental Management Services - Central Florida LLC
(District Manager's Office)
219 E. Livingston Street,
Orlando, Florida 32801



April 15, 2024

Water Tank Road Community Development District
Governmental Management Services - Central Florida LLC
ATTN: District Manager's Office c/o Jill Burns
219 E Livingston St, Orlando, FL 32801

RE: Request for Qualifications for Engineering Services for the Water Tank Road Community Development District

Dear Jill,

Our firm has put together a strong, focused, and experienced team to deliver each task under this contract efficiently and effectively. Dewberry has served as the District Engineer for over 50 Community Development Districts (CDDs) in Florida, which allows us to provide the Water Tank Road with the unique experience, familiarity, and understanding of the type of services that will be requested.

Our team of technical experts are qualified to meet engineering needs in all anticipated scope areas. **Dewberry is also authorized to do business in the state of Florida in accordance of Florida law.** This team will be led by District Engineer, Rey Malavé, PE who will be Water Tank Road's primary point of contact throughout the life of this contract. Rey has 28 years of experience serving various CDDs throughout Florida, many of which have long term contracts with Dewberry. Rey will be supported by Assistant District Engineer, Joey Duncan, PE. Joey previously served as the Director of Public Works for the City of Jacksonville, and has experience meeting the level of service necessary for Water Tank Road CDD.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, and land development services. Dewberry has 15 office locations and over 350 employees in Florida, allowing us to bring expertise, qualifications, and resources to clients throughout the state. Dewberry's depth of professional resources and expertise touches every aspect of the District's ongoing needs. **Whether the District requires 200 acres or 10,000 acres, we can offer the District a solid team built on past experience to efficiently address the associated scope of work, as well as the added depth of services involving engineering, environmental, surveying, and construction management for a full service approach.**

We have extensive knowledge and understanding of Water Tank Road and are able to provide the specific assignments noted in your RFQ. **We understand the needs of the District because we are currently the Interim District Engineers.**

Dewberry currently has no conflicts with any home builder within Water Tank Road CDD. Although our past history with numerous CDDs speaks for itself, we are committed to proving ourselves as a valuable partner to provide engineering services to Water Tank Road.

It would be our privilege to serve as the District Engineer. We appreciate this opportunity to provide information about our capabilities and welcome the possibility to personally expand upon them.

Joey Duncan, PE
Principal Engineer
904.423.4935 | jduncan@dewberry.com

Rey Malavé, PE
Associate Vice President
321.354.9656 | rmalave@dewberry.com

SECTION 1: Standard Form 330



ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Request for Qualifications for Engineering Services for Water Tank Road CDD (Lake Hamilton, FL)	
2. PUBLIC NOTICE DATE March 19, 2024	3. SOLICITATION OR PROJECT NUMBER N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

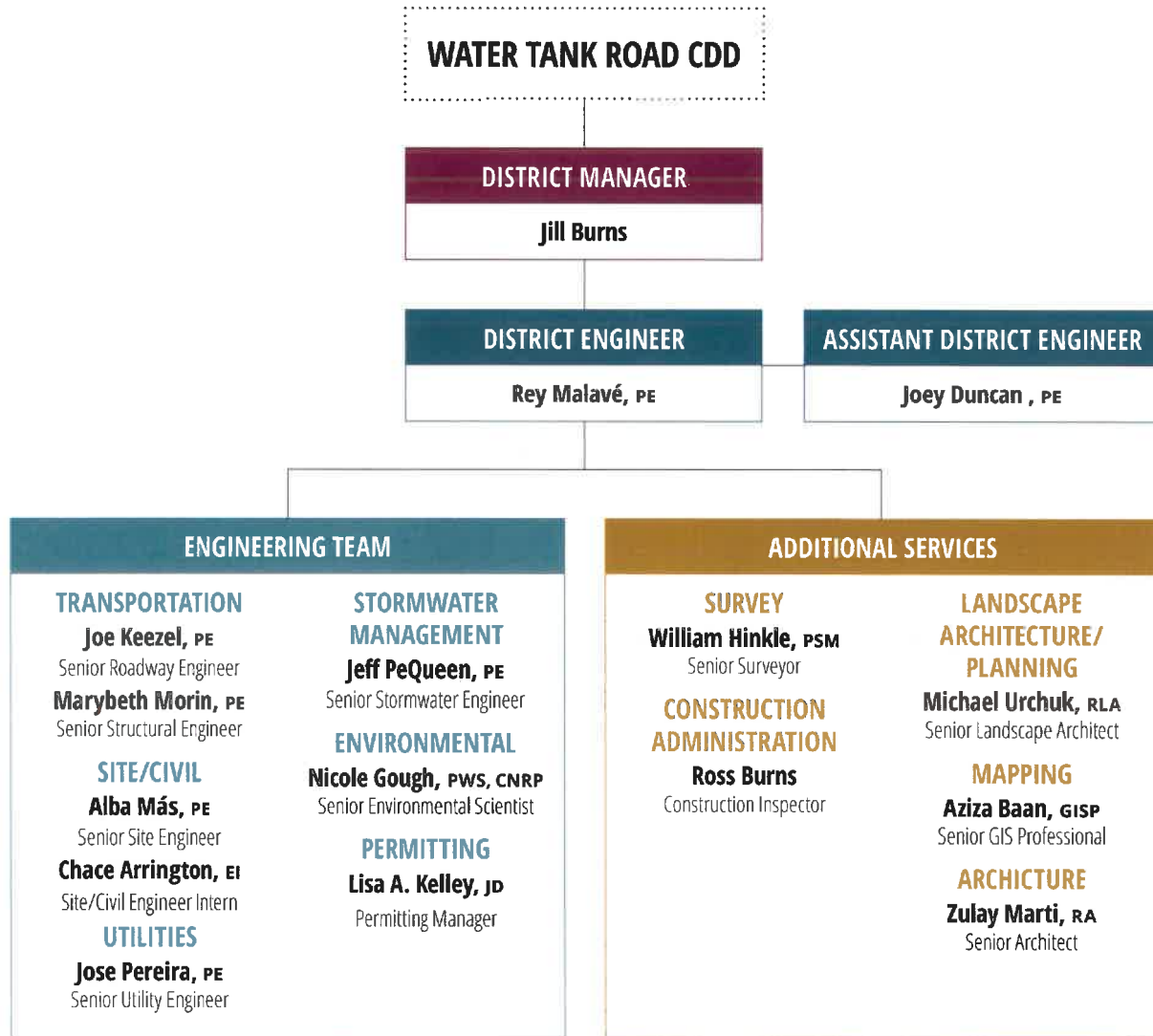
4. NAME AND TITLE Rey Malavé, PE		
5. NAME OF FIRM Dewberry Engineers Inc.		
6. TELEPHONE NUMBER 321.354.9656	7. FAX NUMBER N/A	8. EMAIL ADDRESS rmalave@dewberry.com

C. PROPOSED TEAM

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

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J.V. PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	800 North Magnolia Avenue, Suite 1000 Orlando, FL 32803	<ul style="list-style-type: none"> • District Engineer • Senior Roadway Engineer • Senior Structural Engineer • Senior Environmental Scientist • Site/Civil Engineer Intern • Senior Surveyor • Senior Landscape Architect • Senior Architect • Permitting
b.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	200 West Forsyth Street, Suite 1100 Jacksonville, FL 32202	<ul style="list-style-type: none"> • Assistant District Engineer • Client Manager • Construction Inspector
c.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	1479 Town Center Drive Suite D214 Lakeland, FL 33803	<ul style="list-style-type: none"> • Senior Site Engineer • Senior Stormwater Engineer • Senior GIS Professional
d.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	203 Aberdeen Parkway Panama City, FL 32405	<ul style="list-style-type: none"> • Senior Utility Engineer
e.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	2610 Wycliff Road, Suite 410 Raleigh, NC 27607	<ul style="list-style-type: none"> • Senior Landscape Architect

D. ORGANIZATIONAL CHART OF PROPOSED TEAM



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rey Malavé, PE	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 45	b. WITH CURRENT FIRM 44

15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)
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16. EDUCATION <i>(Degree and Specialization)</i> MBA/Business Administration; BS/Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer/FL
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Rey Malavé has 45 years of experience in civil engineering design and a diversified background in the designing and permitting of municipal infrastructure systems. His areas of expertise includes stormwater management systems, sanitary sewage collection systems, water distribution systems, and site development. He has managed and participated in the planning and designing of numerous large, complex projects for public and private clients. He has extensive knowledge of permitting requirements and has developed a rapport with permitting agencies, including the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD), and other local agencies.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Dowden West CDD (Orange County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer. Dowden West is an established CDD with multiple phases currently under development and construction. Dewberry is currently assisting the CDD with multiple improvements conveyances from the developer to the CDD and from the CDD to the County. Dewberry is also assisting the water management district in permitting transfers, and the transfer of sewer lift stations to Orange County.		
b.	Westside Haines City CDD (Winter Haven, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer. The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida, and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permitting, recreational facilities, and infrastructure review reports.		
c.	Deer Run CDD (Bunnell, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs, and specifications for water management systems and facilities, water and sewer systems and facilities, roads, landscaping, recreational facilities, and street lighting.		
d.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee Counties, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joey Duncan, PE	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 42	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Jacksonville, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> MS/Engineering Management; BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer/FL	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Joey brings 42 years of progressive leadership experience in program management and civil engineering for both the public and private sectors, with an emphasis on the planning, design, and construction of water and power infrastructure. He previously served as Director of Public Works for the City of Jacksonville, the largest city by land mass in the United States. In this role, he oversaw seven divisions responsible for horizontal and vertical public infrastructure across 840 square miles, with a total capital and operating budget of \$1 billion. In 2008, he guided the launch of the Jacksonville Stormwater Utility, which effectively created a new operating division with its own capital improvement plan and \$30 million in revenue. He has also served in varying management roles at JEA, Jacksonville's utility authority, where he notably led the planning, design, and construction of the \$630 million Northside Generating Station Repowering Project, recognized by Power magazine as the 2002 Plant of the Year.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Baymeadows Improvement District (ID) (Duval County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>District Engineer. Baymeadows Improvement Districts an incorporated 580-acre master planned community located on Florida's First Coast in the City of Jacksonville, Florida. As the CDD Engineer for the Improvement District, Dewberry's services include engineering, surveying, permitting, owner coordination with the City's review, and approval of construction activities. Dewberry's services also include water and wastewater improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, review and upgrades, coordination of traffic issues oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.</p>			
b.	National Marine Center Drainage Design, Department of Homeland Security (DHS) Customs & Border Control (CBP) (St. Augustine, FL)	2023	2024
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>Engineer of Record. The project consists of a design-build effort to improve the drainage condition for the government buildings within the existing facility. Project includes topographic survey of approximately 10 acres surrounding the facility to ascertain current drainage conditions, demolition, erosion and sediment control plan, site layout plan, civil construction plans and specifications.</p>			
c.	Reuse and Stormwater Improvements (City of Jacksonville Beach, FL)	2023	2021
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>QA/QC Engineer and Field Engineer. Project is to increase volume of reuse water used for irrigation from the Jacksonville Beach and minimize/eliminate use of ground water for irrigation. Project includes increase storage volume on several golf course ponds, new irrigation system/layout (golf course) and piping to extend irrigation to other parks.</p>			
d.	Governor's Park Water Treatment Plant, Clay County Utility Authority (CCUA) (Clay County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>CEI QA/QC. This fast-track project is to provide potable water supply and treatment to serve new development in the county near Green Cove Springs. The project includes design and construction of two 20-inch water supply wells rated for 1,770 gpm each, with modification of the existing Consumptive Use Permit, aquifer performance testing and construction services during drilling. The Interim WTP includes design of the well head equipment, aeration, ground storage, high service pumping, flow metering, and disinfection.</p>			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joe Keezel, PE	13. ROLE IN THIS CONTRACT Senior Roadway Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)
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16. EDUCATION <i>(Degree and Specialization)</i> BS/Environmental Engineering	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer/FL
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Joe Keezel has more than 27 years of experience designing major transportation systems and thoroughfares, working primarily on FDOT projects. He has managed several major highway projects, including a capacity project that widened a rural four-lane state highway to an urban six-lane section, replaced twin bridges, and updated drainage, signing, pavement markings, and signals. He was Project Manager for two districtwide contracts and prepared construction documents for more than 10 resurfacing, restoration, and rehabilitation projects ranging from two-lane rural to multi-lane urban. Joe also prepared several designs with limited surveys using as-built plans, right-of-way (ROW) maps and SLD's, and prepared several projects with SMART plans and letter sets, all of which have been constructed with no claims.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Senior Roadway Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.		
b.	West Villages ID (Sarasota County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Senior Roadway Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		
c.	Continuing Engineering Services, Roadway Design, FDOT District Five (Multiple Counties, FL)	2020	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Manager. Through our continuing services contract with District Five, Dewberry's task work orders included intersection improvements, resurfacing, lighting, signalization, and all tasks associated with highway design projects. Our traffic design services included signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies.		
d.	General Engineering Consultant, Central Florida Expressway Authority (CFX) (Multiple Counties, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Senior Roadway Engineer. Dewberry currently serves as a general engineering consultant to the CFX. In order to support the delivery of CFX's \$3.2 billion, five-year work plan, the scope of services that Dewberry is performing as the general engineering consultant are categorized into seven tasks: bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.		
e.	Continuing Engineering Services (Volusia County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Transportation Project Manager. Under our continuing services contracts, our services include site/civil engineering, roadway design, trail design, construction administration, environmental/permitting, landscape architecture, signal design, and surveying and mapping.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Marybeth Morin, PE	13. ROLE IN THIS CONTRACT Senior Structural Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 25
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL	

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

Marybeth Morin has 27 years of experience in the structural design of transportation structures. She is responsible for the design and plan production of projects from the preliminary stages to final design. These projects include minor grade separations, water crossings, and interchanges. She has experience in AASHTO and Florida I-Beam girders, precast-prestressed slab units, and steel I-girders. She also has experience in alternatives development, design-build work, and miscellaneous structures. Miscellaneous structures include sign structure, mast arm, noise buffer and retaining wall, box culvert, and strain pole foundation design. Marybeth is responsible for project design, coordination, and plan production.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	2019	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. Live Oak Lake CDD is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center. Marybeth was responsible for the design and overseeing the construction of the vehicular bridge that crosses the existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. The bridge is a single-span FIB-36 with spread footing, which reduces vibration and cost, MSE walls with concrete drainage ditch, and splash pads for run-off. The bridge utilizes a custom railing with stone veneer, architectural finishes, and custom planters for a high-level aesthetic result.		
b.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.		
c.	Wekiva Parkway, Central Florida Expressway (CFX) (Orange County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. The Wekiva Parkway (SR 429) is an alignment, high-speed, limited access alignment in northwest Orange County. Segment 203 extends from just north of Ponkan Road to north of Kelly Park Road, a distance of approximately 2.2 miles. The project included bridge structures over the Lake Victor floodplain, a future access road, and Kelly Park Road. A partial cloverleaf interchange was provided at Kelly Park Road. The project included modifications to several local arterials and off-site stormwater management facilities.		
d.	Suncoast Parkway 2, Section 2, FDOT Florida Turnpike Enterprise (Citrus County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. This section of the Suncoast Parkway 2 Project was for the design of a new roadway located from south of Grover Cleveland Boulevard to north of CR 486, a distance of approximately 8.5 miles. This alignment project included a major intersection and several county road crossings traversing through heavily wooded areas, borrow pits, and subdivisions. Marybeth was responsible for bridge design and plans production.		
e.	Big Bend Road at I-75 Interchange Design-Build (Hillsborough County, FL)	2021	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. Teamed with Skanska on this \$81M design-build project, which involved the widening and reconstruction of Big Bend Road to a six-lane urban roadway from west of Covington Garden Drive to east of Simmons Loop, realignment and reconstruction of Old Big Bend Road to accommodate new interchange ramp connections with I-75, and construction of a new roundabout at the realigned intersection of Old Big Bend Road and Bullfrog Creek Road.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Alba Más, PE	13. ROLE IN THIS CONTRACT Senior Site Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 38	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Lakeland, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Civil Engineering; BA/Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Registered Professional Engineer/FL	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Alba has worked in Florida with the public and private sectors on stormwater, water supply, land planning, and development projects. She has significant experience in permitting, design, and project management. Alba worked for 30 years at SWFWMD in the regulatory division starting in the ERP program and culminating as the Division Director for all the District Regulatory Programs. In these roles, she worked on resolution of complex permitting issues and rule development for the ERP and CUP programs as well as reducing review time frames.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	McIntosh Park Integrated Water, SWFWMD (Plant City, FL)	2023	Est. 2026
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Executive Engineer. The McIntosh Integrated Water Project at McIntosh Preserve expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.		
b.	Lake Annie Hydrological Restoration Feasibility Study, Polk Co. Parks & Natural Resources (Polk County, FL)	2021-Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Executive Engineer. The Dewberry team performed a watershed management study of the Peace Creek Canal. One of the alternatives identified in this report was to divert high flows from the Peace Creek Canal through a series of previously excavated areas to Lake Annie. These excavations could be constructed as created flow-through wetlands to improve habitat and provide water quality treatment while also providing other project benefits, including water storage and increased water levels in Lake Annie to meet the MFL. This project requires land acquisition or conservation easements to allow piped or channelized flow to reach the created wetlands and Lake Annie.		
c.	Saddle Creek, Polk County Parks and Natural Resources/SWFWMD (Polk County, FL)	2020	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Executive Engineer. Dewberry conducted a feasibility study as part of a cooperatively funded project to update Saddle Creek conceptual alternatives based on more recent data and assess potential water quality improvements that can be achieved by developing offline water treatment best management practices (BMPs) within the floodplain. Based on direction from the County, the development of conceptual alternatives needed to rely on gravity and could not contain any mechanical pumping or chemical treatment, two common engineering and scientific approaches to maximizing treatment efficiencies to reduce pollutant loadings.		
d.	Turnpike Wastewater Treatment Facility Wastewater Capacity Study & Expansion Design, City of Leesburg (Lake County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Executive Engineer. Dewberry provided services to determine the capacity needed for the next twenty years and designed the upgrades needed to accommodate the new capacity. Ms. Más was the lead engineer on the civil design and coordination with the Florida Department of Environmental Protection to obtain an Environmental Resource Permit for the existing and proposed future upgrades.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Chace Arrington, EI	13. ROLE IN THIS CONTRACT Site/Civil Engineer Intern	14. YEARS EXPERIENCE	
		a. TOTAL 1	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Computer Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Engineer Intern/FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Chace specializes in utility engineering with a focus on water and wastewater. He also holds expertise in both civil and electrical work. Prior to joining Dewberry's Utility Management Team, he held positions in computer engineering.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Westside Haines City CDD (Winter Haven, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Site/Civil Engineer Intern. The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida, and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permitting, recreational facilities, and infrastructure review reports.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	Highland Meadows CDD (Davenport, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Site/Civil Engineer Intern. Highland Meadows is a 263.5-acre master planned, residential community with development of 222 single family units. The community consists of CDD owned roadways, stormwater ponds and conservation areas. Dewberry has provided services to the District in the review and repair of roadways, stormwater systems, street signage, and landscape architecture improvements.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	Deer Run CDD (Bunnell County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Site/Civil Engineer Intern. Dewberry serves as the current District Engineer for this +/- 602 acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	Dowden West CDD (Orange County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Site/Civil Engineer Intern. Dowden West is an established CDD with multiple phases currently under development and construction. Dewberry is currently assisting the CDD with multiple improvements conveyances from the developer to the CDD and from the CDD to the County. Dewberry is also assisting the water management district in permitting transfers, and the transfer of sewer lift stations to Orange County.		<input checked="" type="checkbox"/> Check if project performed with current firm
e.	VillaSol CDD (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Site/Civil Engineer Intern. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and inspection services. Dewberry assisted the district in instituting a proactive program for infrastructure inspection and repair to mitigate the rising cost of performing emergency repairs caused by a reactive approach.		<input checked="" type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jose Pereira, PE	13. ROLE IN THIS CONTRACT Senior Utility Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 31

15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Panama City, FL)

16. EDUCATION (Degree and Specialization) MS/Environmental Engineering; BS/Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Jose Pereira has 35 years of professional experience in the field of environmental engineering, including the design of water treatment and wastewater collection, pumping, and treatment facilities; pilot-scale and laboratory-scale treatabilities studies; and water and wastewater wet chemistry analysis. He has been actively engaged in the planning, design, construction engineering, and start-up services for numerous municipal wastewater treatment collection, pumping, and treatment systems. Many of these facilities have included innovative treatment processes such as nitrification, de-nitrification, bio-selectors, and other biological nutrient removal. To accommodate new developments, Jose has planned and designed entire wastewater collection systems that have included interceptor sewers up to 72-inches in diameter, wastewater pumping facilities, and in-system flow equalization storage basins as large as 16 million gallons.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Lakewood Ranch is an unincorporated 17,500-acre community in Manatee County. Established in 1995, there is an 8,500-acre master planned community within it, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with the City/County, and approval of all development and construction activities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	West Villages ID (Sarasota County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	Highway 390 Water/Wastewater Relocation (Panama City Beach, FL)	PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. The Panama City Water and Wastewater System Relocation Project included the relocation of the city-owned utilities that conflicted with the proposed improvements to tie into the proposed utilities for the FDOT Highway 390 Widening Project. The City was required to relocate its water and wastewater infrastructure due to the FDOT Highway 390 widening project. The project included the installation of approximately 4,400 linear feet (LF) of 12-, 8-, 6- and 2-inch water mains, fire hydrants, valves, fittings, and new potable water services.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	Wastewater Improvements (Parker, FL)	PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Dewberry worked with the City of Parker to inspect the city's existing wastewater system's condition and identify areas that required upgrades and replacement. Dewberry prepared a Facilities Plan with recommendations, projected costs, and priorities for improvements and assisted the City in securing funds through the SRF. The work consisted of design for approximately 7,000 LF of sewer force main replacement, 2,450 LF of directional bores, lift station upgrades, and manhole rehabilitation.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jeff PeQueen, PE, CFM	13. ROLE IN THIS CONTRACT Senior Stormwater Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Lakeland, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> MS/Biomedical Engineering; MEE/Environmental Engineering; BS/Physics		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer/FL/AL/GA/MD/PA; Certified Floodplain Manager/FL; Certified Professional Stormwater Quality/FL	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

As a senior professional engineer, Jeff has more than 32 years of experience in site and civil engineering. His extensive experience includes stormwater analysis and design of commercial, industrial, and residential sites including both retrofits and original design and development. His project experience ranges from individual storm sewer design to regional watershed studies. Jeff has provided on-call services for both Polk County Parks and Natural Resource and Roads & Drainage Departments, as well as a long history servicing the City of Lakeland. He has managed jointly funded projects between SWFWMD, municipalities, and surrounding counties. Further experience includes engineering and production services for assessing existing structures, proposed road improvements, proposed drainage improvements, permitting support, construction support, and as-built services for the right-of-way improvements.

19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	
McIntosh Park Integrated Water, Detailed Design Plans, SWFWMD (Plant City, FL)	2023	N/A	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm		
Senior Engineer. Provided technical assistance on the McIntosh Integrated Water Project at McIntosh Preserve expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.			
Cypress Creek, Conceptual Enterprise Resource Planning (ERP), Tampa Bay Water Authority (Pasco County, FL)	Ongoing	N/A	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm		
Senior Engineer. Provided technical assistance on this project which included Water Management Plan, and the Development of a Master Drainage Plan, including a detailed existing and proposed conditions model, to obtain a comprehensive for the 62-acre facility.			
American Recovery Plan (ARPA) Lake Annie, Polk County Parks and Natural Resources (Polk County, FL)	Ongoing	N/A	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm		
Senior Engineer. Providing lead civil and stormwater engineering to project to enhance, improve and restore a former peat mining property into a high quality wetland providing water quality and wildlife benefits. Site was identified under an earlier study as one with high potential to assist in the overall Peace Creek Watershed Restoration.			
ARPA Lake Hamilton, Polk County Parks and Natural Resources (Polk County, FL)	Ongoing	N/A	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm		
Senior Engineer. Providing lead civil and stormwater engineering to project to enhance, and improve approximately 86 acres on the west shore of Lake Hamilton. The project is near to the headwater of the Peace Creek Canal and will include environmental enhancement, wetland creation, water quality improvement and habitat creation on two currently undeveloped parcels. Site was identified under an earlier study as one with high potential to assist in the overall Peace Creek Watershed Restoration.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nicole Gough, PWS, CNRP	13. ROLE IN THIS CONTRACT Senior Environmental Scientist	14. YEARS EXPERIENCE	
		a. TOTAL 26	b. WITH CURRENT FIRM 8
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Parks and Recreation/Resource Management, Specialization in NPS Level II Law Enforcement	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Wetland Scientist/FL; Certified Prescribed Burn Manager/FL; Certified Pesticide Applicator/FL; Certified Stormwater Management Inspector; Railroad Worker's Safety Certified; Federal Red Card		
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Nicole Gough has 26 years of experience in project management related to ecological evaluation, planning, permitting, and oversight of regional transportation and infrastructure projects, large agricultural projects, and land development. Nicole previously served as a wetlands biologist and regulatory reviewer for both the SFWMD and SJRWMD. While working with both private and public entities, Nicole has garnered extensive permitting experience in all aspects of federal, state, and local permitting, including the National Pollutant Discharge Elimination System (NPDES). Additional expertise includes threatened and endangered species surveys, wetland determinations, biology, botany, conservation biology, ecology, emergency management, Endangered Species Act compliance for Letter of Map Revision (LOMR)/Conditional Letter of Map Revision (CLOMR), GIS data collection and mapping, preparation of technical specifications and contract documents, and stakeholder coordination/facilitation.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Narcoossee CDD (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist. The Narcoossee CDD is located in Orlando, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres and will construct, operate, and maintain infrastructure to support all of its communities. As the CDD Engineer, our services include engineering evaluations, owner coordination with the City of Orlando and Orange County, and approval of all development and construction activities.		
b.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50 and 70-foot duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
c.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee Counties, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Environmental Scientist. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		
d.	Walton Development, Ridgewood Lakes (Polk County, FL)	2013	2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Environmental Scientist. Ridgewood Lakes is a proposed community of over 3,200 acres located in northeast Polk County, Florida, off US 27 and Interstate 4 and within the District's boundaries. The development plan was designed based on careful analysis of natural site features, including soils, topography, vegetation, and hydrology, with special consideration for wetlands and the preservation of existing ecosystems.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Lisa A. Kelley, JD	13. ROLE IN THIS CONTRACT Permitting Manager	14. YEARS EXPERIENCE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 28</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 2</td> </tr> </table>		a. TOTAL 28	b. WITH CURRENT FIRM 2
a. TOTAL 28	b. WITH CURRENT FIRM 2				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) JD/Barry University School of Law; BS/University of West Florida Environmental Resources Management and Planning		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Licensed Attorney State Bar/FL			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

Lisa is a subject matter expert in regulatory compliance and environmental policy. She serves as a Department Manager at Dewberry where she is responsible for efforts related to business development, policy and legislation, project funding, environmental permitting, and natural systems restoration. Lisa has worked on environmental projects in Florida for almost 30 years and is experienced in leading state and federal regulatory compliance programs, including Florida's Lead and Copper program. Her experience also includes serving as the Assistant Executive Director of the SJRWMD and the Assistant District Director for the Central District of the FDEP. During this time, she developed a deep understanding of the unique parameters and challenges presented by regulatory requirements.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Cascades at Groveland CDD (Groveland, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Permitting Manager. Dewberry is the CDD engineer for the Cascades at Groveland, a 752-acre master planned, residential community located in Groveland in Lake County. In addition to aiding the CDD with engineering expertise as required, our services under ongoing general engineering contracts have included a utilities master plan, obtaining entitlements and approvals for infrastructure, mass grading, design and permitting of water and sanitary sewer lines, securing bonds for the drainage system, design and construction of new roadways, and improvements to existing roadways.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	Highland Meadows CDD (Davenport, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Permitting Manager. Highland Meadows is a 263.5-acre master planned, residential community. The development is approved as a planned development for 222 single-family unit community. Dewberry has provided services to the District in the review and repair of roadways, stormwater systems, street signage, and landscape architecture improvements. We have assisted in the bidding and construction of the many infrastructure facilities within the community. Dewberry is the CDD Engineer for this project. Our services include civil engineering, construction estimates and administration, coordination of environmental, jurisdictional lines and permitting, due diligence, permitting, planning, landscaping plans, and surveying.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee Counties, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Permitting Manager. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. There is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	Narcoossee CDD (Orlando, FL)	2013	2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Permitting Manager. The Narcoossee CDD is located in Orlando, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. As the CDD Engineer, our services include engineering evaluations, owner coordination with the City of Orlando and Orange County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME William Hinkle, PSM	13. ROLE IN THIS CONTRACT Senior Surveyor	14. YEARS EXPERIENCE	
		a. TOTAL 43	b. WITH CURRENT FIRM 16
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) N/A		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Surveyor and Mapper/FL	

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

William Hinkle, a Transportation Survey Project Manager with Dewberry, has over 43 years in various types of surveying and mapping, including over 19 years with FDOT in District One. His experience includes right-of-way maps, right-of-way control maps, mitigation site surveys, geodetic surveys, design surveys, right-of-way surveys, subsurface utility engineering surveys, and horizontal and vertical control, including utilization of electronic field book, topographic, and construction surveying. William served as District One's Location Surveyor for six years, where his responsibilities included managing three to four District-Wide Surveying and Mapping Contracts, planning, scheduling, supervising, and quality control of 45 plus or minus projects yearly of various right-of-way and design surveys. He supervised and coordinated assignments of the Survey Department's Electronic Survey section and the engineering/land surveying assignments of two to four Department field survey crews.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Dowden West CDD (Orlando, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. Dowden West is a 736-acre master planned residential community consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.		
b.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50 and 70-foot duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
c.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee Counties, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		
d.	West Villages ID (Sarasota County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Survey Manager. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Ross Burns	13. ROLE IN THIS CONTRACT Construction Inspector	14. YEARS EXPERIENCE	
		a. TOTAL 3	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Jacksonville, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Ross has three years of experience in planning and design of site engineering for industrial parks, commercial, municipal, and residential developments. Specializes in water and wastewater design from inception to construction. Duties include the preparation of construction plans, specifications, construction cost estimates, and construction administration/observation. Responsible for the preparation and submittal of construction and operating permit applications to state and federal regulatory agencies.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Water Transmission (Gulf County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Engineer. This project is to provide potable water supply to serve the Gulf County area. The project includes design and construction of 18-inch and 12-inch transmissions mains, a 1.0 million gallon pre-stressed ground storage tank, a chemical feed system, and a high service distribution pump station. This includes design of the ground storage, high service pumping, flow metering, and disinfection.		
b.	Governor's Park Water Treatment Plant, Clay County Utility Authority (CCUA) (Clay County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Engineer/Construction Inspector. This fast-track project is to provide potable water supply and treatment to serve new development in the county near Green Cove Springs. The project includes design and construction of two 20-inch water supply wells rated for 1,770 gpm each, with modification of the existing Consumptive Use Permit, aquifer performance testing and construction services during drilling. The Interim WTP includes design of the well head equipment, aeration, ground storage, high service pumping, flow metering, and disinfection.		
c.	Regulatory Compliance Surface Water Discharge Elimination (City of Jacksonville Beach, FL)	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Engineer/Construction Inspector. This scope of services updates the existing reuse master plan and identifies beneficial reuse alternatives for the City to achieve compliance with Florida's Senate Bill 64, which requires the elimination of non-beneficial surface water discharges from domestic wastewater facilities by 2032.		
d.	COJB PCP Permit Renewal (City of Jacksonville Beach, FL)	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Construction Inspector. Conducted a field site visit to evaluate the physical condition of the the facility. Evaluated treatment efficiencies and identified performance trends. Evaluated the Operations and Maintenance program and identified problems, treatment deficiencies and corrective actions. Produced an Operation and Maintenance Performance Report to submit with the permit renewal application.		
e.	CDBG-DR Mitigation Engineering (City of Bristol, FL)	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Engineer. Served as project engineer for the development of construction drawings and technical specifications for 1,640 LF of 6" water main, including isolations valves and fire hydrants. Design of approximately 1,640 LF of 6" PVC AAWA C900, DR 18 water main and associated isolations valves, fire hydrants to replace existing 2" galvanized steel pipe. The new 6" water line will improve water supply and reliable pressure to existing customers and as well as future users along Clay Street 900 watermain. The plans were completed in September 2023 and FDEP permit obtained soon after.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael Urchuk, RLA	13. ROLE IN THIS CONTRACT Senior Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 33	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Raleigh, NC)			
16. EDUCATION (Degree and Specialization) BS/Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Landscape Architect/FL	

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

Michael Urchuk has 33 years of experience and has a varied background in landscape architecture and planning. As a Project Manager, he is responsible for coordination across design disciplines and acts as a liaison between the owner, design team, and contractor. He is also responsible for coordinating design efforts and project submittals. Michael's experience as a landscape architect includes retail office, residential, mixed-use, streetscapes, and recreational uses, as well as hardscape and irrigation design. Hardscape designs include corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas. Michael also provides construction administration services on multiple levels including shop drawings and RFI reviews, field reports, final punch lists, and on-site project coordination meetings.

19. RELEVANT PROJECTS

#	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>Landscape Architect. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50 and 70-foot duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.</p>			
b.	VillaSol CDD (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>Landscape Architect. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and inspection services. Dewberry assisted the district in instituting a proactive program for infrastructure inspection and repair to mitigate the rising cost of performing emergency repairs caused by a reactive approach.</p>			
c.	Narcoossee CDD (Orlando, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>Landscape Architect. The Narcoossee CDD is located in Orange County, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. Michael worked on the expanding of existing decorative walls along Dowden Roadway, as well as landscaping review.</p>			
d.	Lancaster Park East (St. Cloud, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>Landscape Architect. This project consists of 461 single family units and community facilities. Dewberry was tasked with designing and permitting the site layout, stormwater management facilities, utilities, grading, drainage, easement vacations, Federal Emergency Management Agency (FEMA), CLOMR, and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.</p>			
e.	Roadway Operations Facility, CFX (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
<p>Landscape Architect. As the General Engineering Consultant to CFX, Dewberry has provided both architectural and civil engineering services for the CFX Roadway Operations Facility. The new facility includes a 6,500 square foot office building, fueling station, small vehicle maintenance bays, warehouse, three enclosed storage buildings totaling 23,000 square feet, and a laydown yard.</p>			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Aziza Baan, GISP	13. ROLE IN THIS CONTRACT Senior GIS Professional	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Lakeland, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Environmental Science		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Geographic Information Systems Professional/FL	

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

Aziza serves as a GIS lead and a water resources geospatial scientist with 16 years of experience. She manages GIS tasks and is proficient in working with GIS in environmental, water resources, and civil disciplines. She specializes in stream and wetland restoration planning and design, watershed modeling, geospatial database design, mobile applications, floodplain mapping, mining reclamation, land use planning, environmental permitting, environmental risk assessments, terrain processing, and spatial and volumetric analysis. Her software proficiency includes ArcGIS Advanced, ArcGIS PRO, ArcHydro, ArcGIS Collector, ArcGIS Online, Survey123, Trimble GPS, X-Tools, ET Geowizards, CrossView, Feature Analyst, Microsoft Access, Sigma Plot, and MIKE 11 GIS. Aziza has also provided GIS training staff of various GIS experience levels.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Continuing Services (Volusia County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE GIS Lead. Under our continuing services contract, Dewberry provides site/civil engineering, roadway design, trail design, coastal design services, construction administration, environmental/permitting service, landscape architecture, signal design, and surveying and mapping.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	Lakewood Ranch, Stewardship District (Sarasota and Manatee County, FL)	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE GIS Lead. Dewberry is currently performing engineering services for the Lakewood Ranch Stewardship District. Our services include engineering, surveying, and construction administration. These services include the design, permitting, and construction administration of over two miles of roadway.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	Cypress Creek Master Drainage Plan, Tampa Bay Water Authority (Wesley Chapel, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE GIS Lead. Development of a master drainage plan including a detailed existing and proposed conditions model, to obtain a comprehensive ERP for the 62-acre facility.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	NeoCity Property Development (Osceola County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE GIS Lead. This ±540-acre institutional and commercial development serves as a regionally significant surface water reservoir system for water detention, treatment, and re-use to service the surrounding urbanized area. Dewberry is responsible for leading the permitting of the development from pre-design surveys through securing permits including authorization to impact over 225 acres of USACE jurisdictional wetlands, and an additional 4 acres previously utilized for USACE wetland mitigation. Protected Species coordination involved snail kite, wood stork, indigo snake, Audubon's crested caracara and gopher tortoise.		<input checked="" type="checkbox"/> Check if project performed with current firm
e.	West Villages Improvement District (Sarasota County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE GIS Lead. Dewberry acts in the general capacity of District Engineer and provides the District engineering services including but not limited to attendance at Board, staff, and other meetings; participation in the District's issuance of new and maintenance of existing financing; monitoring the District projects; overseeing construction and/or acquisition activities; preparation of certifications, documents, and reports in furtherance of District engineering activities.		<input checked="" type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Zulay Marti, RA	13. ROLE IN THIS CONTRACT Senior Architect	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BArch/Architecture; MA/Special Education, Assessment and Curriculum		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Registered Architect/FL, GA, MD, VA	

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

Zulay is an experienced Senior Architect and Project Manager with extensive knowledge in building design, space planning, construction drawings, and construction administration. Throughout her 16-year architectural career, she has gained extensive experience in the coordination of simultaneous projects, direct client interaction, team scheduling, quality control, on-time project delivery, and construction administration. She approaches each project with a focus on aesthetics, functionality, cost and engineering as a whole. Zulay is a design professional experienced in Criminal Justice, Federal and State project building typologies in both secure and non-secure environments. Other areas of specialization include: Transportation: Executive Airport Hangars; Retail: Shopping Centers; Dining: Fast food services, ice cream parlors, restaurants with commercial kitchens; and, Wellness: Gyms.

19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>	
A/E Term Contract for Vertical Construction Projects (Volusia County, FL)	Ongoing	2024	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
a. Project Manager. Continuous contract providing professional architectural and engineering task assignments for vertical construction projects. Contract #RSQ No. 20SQ-78SR. Professional disciplines include architecture, engineering, landscape architecture, and scope includes the preparation of schematic design, design documents, construction documents, construction administration, bid documents and project close out. Currently building dorms designed for the correctional facility which will be done at the end of 2024 (VCBJ West Wing Dorms).			
Public Safety Facility (Casselberry, FL)	Ongoing	2023	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
b. Project Manager. Dewberry is providing architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center will feature staff sleep quarters, fitness room and lockers, a media room, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms. The design team was asked to develop an overall master plan the City's future Police Station with future expansion capabilities along with the future Seminole County Fire Station on the same project site. The master plan was developed to include phased construction, shared vehicular circulation, and other site amenities including garbage enclosures, stormwater retention, and monument signage.			
Headquarters Safe Room, Gulf Coast Electrical Cooperative (Gulf County, FL)	2022-Ongoing	Est. 2024	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
c. Project Manager. Dewberry is providing architecture and civil engineering for the hurricane safe room for Gulf County Electrical Cooperative in the Panhandle. The facility will feature a command center for field personnel to be deployed after a storm event. It will also incorporate an incident command center for Gulf County that will act as a remote emergency operation center. Redundancy will be built into HVAC potable water and electrical systems. The facility is designed to withstand a Category 4 hurricane.			
Crisis Stabilization Center (Fredrick County, MD)	Ongoing	Est. 2025	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm	
d. Project Manager. Master concept plan, programming, design, construction documents, cost estimating, bidding process assistance, permitting and construction administration services for the interior renovation of the 11,500 SF Crisis Stabilization Center. The facility will offer a 24/7 program that is responsive to local behavioral health needs, grounded in a public health framework, and integrated into the behavioral health crisis care system in Frederick County.			

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

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

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

Dowden West CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

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

Dowden West is a 736.28-acre master planned residential community with 1,446 residential units located in the City of Orlando. The development is 10 villages within the approved planned development for Starwood, which encompasses approximately 2,558 acres and is entitled to 4,400 residential units.

As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems, in addition to master stormwater modeling for an approximately 6,500-acre watershed for the Dowden West CDD. This modeling was used for both stormwater management design and FEMA floodplain determination.

Other services include landscape architecture design for the common open spaces and community parks, the design of community roads that also include the extension of the four-lane Dowden Road through the community, boundary surveys, topographic surveys, tree surveys, and other additional surveys, as needed.

- **CONSULTANT FEES TO DATE**
\$500,000

- **SERVICES**
Boundary Surveys
Environmental/Permitting
Landscape Architecture
Roadway Design/Improvements
Stormwater Management
Topographic Surveys
Tree Surveys
Utility Design



NATURE TRAIL S/W VILLAGE N-1A.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

2

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

Lakewood Ranch CDD (1, 2, 4, 5, & 6) (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(If applicable)*
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Lakewood Ranch CDD

b. POINT OF CONTACT NAME

Steve Zielinski

c. POINT OF CONTACT TELEPHONE NUMBER

941.907.0202 x 229

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

Lakewood Ranch is an unincorporated 31,000-acre master planned community located on Florida's Gulf Coast in Sarasota and Manatee Counties, established in 1995. The five CDDs we serve cover an 8,500-acre community within the larger Lakewood Ranch Development. The overall development contains A-rated schools, shopping, business parks, a hospital and medical center, golf courses, athletic centers, aquatics, and lighted tennis courts.

As the CDD Engineer for the five CDDs, Dewberry's services include engineering, surveying, permitting, owner coordination with the County's review, and approval of construction activities. Dewberry's services also include rehabilitation on landscaping, water and wastewater improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, reviews and upgrades, coordination of traffic issues including signalization with County officials, oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.

- **CONSULTANT FEES TO DATE**
\$906,730

- **SERVICES**

- Civil Engineering
- Compliance Monitoring
- Construction Estimates and Administration
- Coordination and Monitoring of Environmental Jurisdictional Areas through Permitting Agencies
- Design Evaluations and Analysis
- Drainage/Stormwater Management
- Monthly Board Meeting Attendance
- Permitting
- Planning
- Surveying
- Utilities



OVERVIEW OF LAKEWOOD RANCH ADMINISTRATION BUILDING AND COMMUNITY FACILITY.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Sarasota, FL	District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION (City and State)

Narcoossee CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (if applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jason Showe

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

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

The Narcoossee CDD is located within the City of Orlando in Orange County, Florida, and consists of approximately 416 acres. The project has been developed with 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres. We provide services as needed for the operation and maintenance of the infrastructure of the District as well as any construction activities relating to improvements and/or repairs. Our efforts include the providing of evaluation of the yearly stormwater management systems, landscaping facilities, such as walls and plantings, roadway evaluations for maintenance, and restoration within the community and district.

Dewberry is the CDD Engineer for this project. **Narcoossee CDD is District Engineer, Rey Malavé's first CDD, beginning his services to Narcoossee in March of 2022. Throughout our contract with the District, we have continuously been available to come out whenever there is a need.** Our services include engineering evaluations, owner coordination with the City of Orlando and Orange County, and approval of all development and construction activities within the district. We also provide input as needed within the budgeting process for any repairs and maintenance issues.

- **CONSULTANT FEES TO DATE**
\$475,000
- **SERVICES**
 - Civil Engineering
 - Construction Administration
 - Development Planning
 - Infrastructure Review Reports
 - Landscape Architecture
 - Permitting
 - Stormwater Monitoring and Permit Compliance Reports
 - Surveying



VIEW OF RESIDENTIAL STREET.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
	Dewberry Engineers Inc.	Orlando, FL	District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)

Deer Run CDD (Bunnell, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Howard McGafaney

c. POINT OF CONTACT TELEPHONE NUMBER

904.940.5850 x 415

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

Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors.

Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer systems and facilities, roads, landscaping, recreational facilities and street lighting, and other community infrastructure provided by the District, as authorized in Chapter 190 F.S. Affiliated projects are to include engineering contract management and inspection services during construction.

Dewberry completed an irrigation system analysis to evaluate the system's hydraulic ability to provide additional irrigation zones. Also, on behalf of the CDD, Dewberry was able to address and resolve compliance coordination with the St. John's River Water Management District. Additionally, Dewberry prepared a planting plan and a vegetation management plan for conservation easement maintenance and restoration.

- **CONSULTANT FEES TO DATE**
\$120,000

- **SERVICES**
Community Infrastructure
Construction Administration
Cost Estimates
Landscaping
Planning
Recreational Facilities
Reports and Plans
Roadway Design
Street Lighting
Surveying Designs
Water Management Systems and Facilities
Water and Sewer Systems



COMMUNITY NATURE TRAIL BY THE COMMUNITY CENTER.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION (City and State)

West Villages Improvement District (Sarasota County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (if applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

William Crosley

c. POINT OF CONTACT TELEPHONE NUMBER

941.244.2805

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

The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The overall ID contains schools, shopping, business parks, a hospital and medical center, golf courses, athletic centers, and aquatics.

As the District Engineer for the ID, Dewberry's services include engineering, surveying, permitting, owner coordination with the District's development review, and approval of construction activities. Dewberry's services also include design of all district owned irrigation improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, reviews and upgrades, coordination of traffic issues including signalization with County and or FDOT officials, oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.

Additional engineering services may include attendance at Board, staff, and other meetings; participation in the District's issuance of new and maintenance of existing financing; monitoring District projects; overseeing construction and acquisition activities; preparation of certifications, documents, and engineer's reports in furtherance of District engineering activities; and providing other engineering services as may be authorized by the Board.

- **CONSULTANT FEES TO DATE**
\$1,058,231.97

- **SERVICES**

- Water and Sewer Facilities and Infrastructure
- Stormwater Management and Drainage Facilities and Infrastructure
- Roadways
- Signalization improvements
- Recreational Facilities
- Park improvements
- Governmental Facility Improvements
- Landscape/Hardscape Design
- Signage
- Environmental Services



ENTRANCE MONUMENT SIGN ALONG WEST VILLAGES BOULEVARD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer
b.	Dewberry Engineers Inc.	Sarasota, FL	District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)

VillaSol CDD (Bunnell, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Governmental Management Services

b. POINT OF CONTACT NAME

Jason Showe

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 x 105

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

VillaSol CDD is located in Osceola County which is just minutes from the Orlando International Airport, area attractions, and theme parks, and offers amenities like no other community in the area.

Nestled along Boggy Creek, residents have access to a boat dock where they can travel down to East Lake Toho. Resort-style amenities include a tennis court, basketball court, clubhouse, pool, and soft gate with a guard house.

Some of Dewberry's specific assignments for this project include planning, preparing reports and plans, designs and specifications for water management systems and facilities, as well as, water and sewer systems and facilities, roads, landscaping, recreational facilities and street lighting, other community infrastructure provided by the District, as authorized in Chapter 190 F.S., and affiliated projects to include engineering contract management and inspection services during construction.

Dewberry completed the design and implementation of a new guard house which included architecture, landscape architecture, structural analysis, and civil engineering design. Also, Dewberry is implementing a CDD inspection and rehabilitation program of the stormwater system to identify and repair defects in the stormwater conveyance system. Additionally, Dewberry conducted a pavement evaluation study to prioritize and assist the CDD in financial planning for resurfacing needs.

- **COST** \$375,000 (Consultant Fees to Date)
- **SERVICES**
 - Community Infrastructure
 - Construction Administration
 - Cost Estimates
 - District Board Meetings
 - Landscape Architecture
 - Planning
 - Recreational Facilities Design
 - Reports and Plans
 - Roadway Design
 - Street Lighting Design
 - Surveying
 - Water Management Systems and Facilities
 - Water and Sewer Systems



TOWNHOMES WITHIN THE COMMUNITY.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

7

21. TITLE AND LOCATION (City and State) Baymeadows Improvement District (Duval County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (if applicable) Ongoing

23. PROJECT OWNER'S INFORMATION

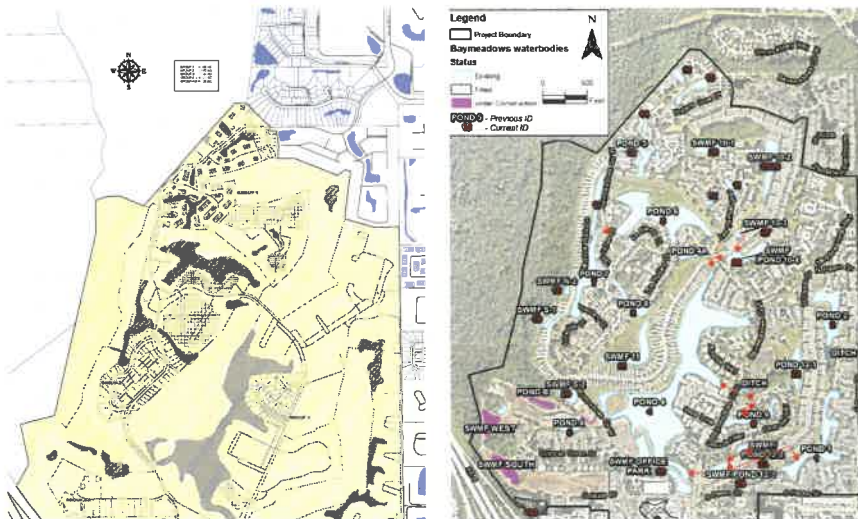
a. PROJECT OWNER Rizzetta Company	b. POINT OF CONTACT NAME Lesley Gallagher	c. POINT OF CONTACT TELEPHONE NUMBER 904.436.6237
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Baymeadows ID an incorporated 580-acre master planned community located in Jacksonville. The Improvement District we serve covers an existing neighborhood that was developed in 1968 as a golf course community. Those golf courses are now gone; however, the community still provides maintenance and improvement services for its existing roadways, stormwater systems, and facilities. The overall development contains commercial areas, business parks, old golf courses, and residential communities.

As the CDD Engineer for the Improvement District, Dewberry's services include engineering, surveying, permitting, owner coordination with the City's review, and approval of construction activities. Dewberry's services also include water and wastewater improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, review and upgrades, coordination of traffic issues, oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.

Dewberry's first task was to work with Baymeadows Board's stormwater committee to map the community's stormwater system (ponds, collection & out falls), and prepare a maintenance and repair budget (Operations and Capital). This involved engineering field work, GIS services, and estimating services. Dewberry has also has attended board meetings (at the request of the committee) to give engineering opinions on various issues such as acceptance of a developer's turnover of ownership of additional stormwater systems.

- **CONSULTANT FEES TO DATE**
\$10,000
- **SERVICES**
Civil Engineering
Compliance Monitoring Construction
Estimates and Administration
Coordination and Monitoring of Environmental Jurisdictional Areas through Permitting Agencies Design
Evaluations and Analysis Drainage/ Stormwater Management Monthly Board Meeting Attendance Permitting
Planning
Surveying
Utilities



SERVICES FOR BAYMEADOWS ID INCLUDED THE DEVELOPMENT OF PLANS AND GIS MAPS.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE District Engineer
b.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION (City and State) Jacksonville, FL	(3) ROLE District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Governmental Management Services	b. POINT OF CONTACT NAME Jillian Burns	c. POINT OF CONTACT TELEPHONE NUMBER 407.841.5524 x 115
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Live Oak Lakes CDD (Twin Lakes Development) is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. The development is situated just east of Hickory Tree Road and west of Live Oak Lake and Sardine Lake in Osceola County. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. A 42,000+ square foot amenity clubhouse is currently being constructed alongside the oversized pool and cabana area, which includes a bar for food and beverages. The outdoor rec space is under construction just to the south. This area was designed to include bocci ball, pickle ball, horseshoes, tennis courts, and a half basketball court. It also provides walking trails, a boat dock, and a dock for fishing.

In addition to civil engineering services, we also provided roadway design, bridge design, and signal design within the first phase. We were responsible for the roadway widening design of Hickory Tree Road, where services also included drainage and utility extensions. We extended New Nolte Road from the existing intersection east through the first phase of construction. This 150' ROW is master planned to be a four lane divided major collector road in the future.

We also designed and oversaw the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. We provided signal design for the New Nolte and Hickory Tree Road Intersection, which also includes golf cart paths and golf cart path crossings at the updated intersection.

Utilities have been master designed for the build out of the development, which will include city master transmission mains for the 24" potable water main and 24" reclaim main, along with five sanitary lift stations to service the phases of the development as they are constructed. Phase 1 of the project utilizes two sanitary lift stations, a portion of the 24" potable and reclaim mains. The first lift station is located on the west side of Hickory Tree Road. The second lift station is located along the extension of Nolte Road east of Hickory Tree Road. This lift station has been designed to accept additional flows from future phases of this development. This lift station pumps into a force main down the Nolte Road extension and connects to the existing 20" force main located within the Hickory Tree ROW.

• **CONSULTANT FEES TO DATE**
\$2.1 million

• **SERVICES**

Assistance with the City Master Upsizing Agreements

Civil Engineering

Construction Administration

Entitlements

Environmental/Permitting

Landscape/Hardscape Design

Maintenance of Traffic Planning

Planning

Signal Design

Surveying



RESIDENTIAL VIEW OF LIVE OAK LAKE CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. Dewberry Engineers Inc.	Orlando, FL	District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

9

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

Westside Haines City CDD (Winter Haven, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(If applicable)*
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jillian Burns

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 x 115

The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida. The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permits, recreational facilities, and infrastructure review reports.

- **CONSULTANT FEES TO DATE**
\$44,500

- **SERVICES**
Civil Engineering
Permitting
Roadway Design
Stormwater Monitoring and Permit
Recreational Facilities
Infrastructure Review Reports



HOMES WITHIN THE WESTSIDE HAINES CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State) Highland Meadows CDD (Polk County, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Government Management Services	b. POINT OF CONTACT NAME Tricia L. Adams	c. POINT OF CONTACT TELEPHONE NUMBER 407.841.5524 x 138
--	---	--

Highland Meadows is a 263.5-acre master planned residential community located in the city of Davenport. The development is approved as a planned development for a 222 single-family unit community. The CDD is located on the south side of County Road 547 - Holly Hill Road and the north side of Olsen Road. The community consists of CDD owned roadways, stormwater ponds, and conservation areas. Dewberry has provided services to the District in the review and repair of roadways, stormwater systems, street signage, and landscape architecture improvements. We have assisted in the bidding and construction of the many infrastructure facilities within the community.

Dewberry is the CDD Engineer for this project. Our services include civil engineering, construction estimates and administration, coordination of environmental, jurisdictional lines and permitting, due diligence, permitting, planning, landscaping plans, and surveying.

- **CONSULTANT FEES TO DATE**
Engineering Fee: \$120,000
Estimated Construction Cost: To be determined. Gov't is evaluating alternatives.
- **SERVICES**
Civil Engineering
Construction Estimates and Administration
Coordination of Environmental Jurisdictional Lines and Permitting
Due Diligence
Permitting
Planning
Landscaping Plans
Surveying



VIEW OF THE RESIDENTIAL AREA IN HIGHLAND MEADOWS CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION (City and State) Orlando, FL	(3) ROLE District Engineer
----	--	---	-------------------------------

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
Rey Malavé, PE	District Engineer	●	●	●	●	●	●	●	●	●	●
Joey Duncan, PE	Assistant District Engineer							●			
Joe Keezel, PE	Sr. Roadway Engineer		●			●					
Marybeth Morin, PE	Sr. Structural Engineer		●						●		
Alba Más, PE	Sr. Site Engineer				●	●					
Chace Arrington, EI	Site/Civil Engineer Intern	●			●	●	●			●	●
Jose Pereira, PE	Sr. Utility Engineer		●			●					
Jeff PeQueen, PE, CFM	Sr. Stormwater Engineer										
Nicole Gough, PWS, CNRP	Sr. Environmental Scientist Survey Manager		●	●	●	●	●		●	●	
Lisa A. Kelley, JD	Permitting Manager		●	●		●			●	●	●
William Hinkle, PSM	Senior Surveyor	●	●			●			●		
Ross Burns	Construction Inspector										
Michael Urchuk, RLA	Sr. Landscape Architect			●	●	●	●	●	●		
Aziza Baan, GISP	Sr. GIS Professional	●	●			●			●		
Zulay Marti, RA	Sr. Architect										

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Dowden West CDD	6	VillaSol CDD
2	Lakewood Ranch CDD	7	Baymeadows ID
3	Narcoossee CDD	8	Live Oak Lakes CDD
4	Deer Run CDD	9	Westside Haines CDD
5	West Villages ID	10	Highland Meadows CDD

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

FIRM QUALIFICATIONS

Dewberry is a leading, multi-disciplined firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with 60 locations and over 2,500+ professionals nationwide, including our local office in Orlando. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' challenges and transforming their communities.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, architecture, and land development services. Dewberry's local Orlando office includes 120 people, with 15 office locations and over 350 employees across Florida, bringing expertise, qualifications, and resources to cities and counties throughout the state. Dewberry supports large and small projects in the following primary service areas:

- Alternative delivery
- Architecture
- Building engineering
- Disaster response and emergency management
- Energy services
- Environmental services
- Geospatial services
- Mechanical, electrical, and plumbing services
- Program management
- Site/civil services
- Surveying/mapping
- Sustainability
- Transportation
- Water/wastewater/reclaimed water services

Relevant Experience

The absolute best predictor of future success is past performance, and we have a lot of experience in all areas required for this contract. Whether we are providing professional design engineering services or as a previous District Engineer, our track record speaks for itself.

Our local leadership team has planned, funded, constructed, and maintained projects in Orlando for over 40 years. **Serving as District Engineer is Rey Malavé, PE.** Rey has 41 years of experience in civil engineering and a diversified background in the design and permitting of infrastructure systems, including public facilities, utility systems, office buildings, commercial developments, recreational facilities, and industrial developments. He has extensive experience with permitting agencies, including FDEP, FDOT, Florida Water Management Districts, and other local agencies. **He has served as the District Engineer for over 25 CDDs and Improvement Districts in Florida.**

Serving as Assistant District Engineer is Joey Duncan, PE.

Joey brings 42 years of progressive leadership experience in program management and civil engineering for both the public and private sectors, with an emphasis on the planning, design, and construction of water and power infrastructure. Joey will collaborate with the District Manager, attorneys, and board of directors to identify the needs of the District, provide expert technical information to facilitate problem solving and decision making by the DM and BOD. Technical and professional tasks will be clearly stated, schedule and budget finalized, and any risks to project cost or schedule will be communicated expediently to solicit feedback and ensure clear communication and quality deliverables. **He previously served as Director of Public Works for the City of Jacksonville, the largest city by land mass in the United States.** In this role, he oversaw seven divisions responsible for horizontal and vertical public infrastructure across 840 square miles, with a total capital and operating budget of \$1 billion.

DEWBERRY HAS SERVED OVER 50 CDDS IN FLORIDA.

The following CDD projects are representative of our relevant project experience:

- Baymeadows ID, Duval County
- Baytree CDD, Brevard County
- Cascades at Groveland CDD, Lake County
- Country Greens CDD, Lake County
- Covington Park CDD, Hillsborough County
- Deer Run CDD, Flagler County
- Dowden West CDD, Orlando
- East Park CDD, Orange County
- Greater Lakes – Sawgrass Bay CDD, Lake Wales
- Highland Meadows CDD, Polk County
- Lake Emma CDD, Groveland
- Lakewood Ranch CDDs 1, 2, 4, 5, 6, Sarasota and Manatee County
- Lakewood Ranch Stewardship, Sarasota and Manatee County
- Live Oak Lake CDD, Osceola County
- Montecito CDD, Brevard County
- Narcoossee CDD, Orange County
- On-Top-of-the-World CDDs, Marion County
- Chandler Hills East CDD, Marion County
- Indigo East CDD, Marion County
- Bay Laurel Center CDD, Marion County
- Osceola Chain of Lakes, Osceola County
- Reedy Creek Improvement District, Osceola County

H. ADDITIONAL INFORMATION

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

- Reunion Resort CDD, Osceola County
- Verandas CDD, Pasco County
- Viera CDD, Brevard County
- VillaSol CDD, Osceola County
- West Villages Improvement District, Sarasota County

Project Approach

We have prepared an organizational approach to fit the specific categories of the organization and operations to support both large and small engineering projects. Through our many years of serving as District Engineer, we've been successful at becoming an extension of the CDD's Project Management group, with the ability to understand project needs and proposing only on what is necessary to complete the task at hand. Our management team is committed to a quality product that is consistent with Water Tank Road CDD's policies and procedures.

Transportation Services

Dewberry has provided roadway and bridge design services to numerous governmental agencies throughout Florida for over 30 years. Our projects have ranged from minor intersection improvements and milling and resurfacing of existing roadways to capacity improvements and complex, multilevel interchanges. The extensive experience of our staff in the design, preparation of construction documents, and post design services for roadways, bridges, and associated systems provides Water Tank Road with the expertise to handle any type of transportation related assignment. Our transportation design staff, coupled with the survey, drainage, environmental, and permitting capabilities, allows us to efficiently complete any assignment, as all disciplines required are available in-house.

Traffic design may include one or more of the following items, dependent upon a specific project: signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies. We have extensive experience in these phases of the project, and we are qualified to perform all aspects of traffic engineering.

Engineering services related to structural design may be required for bridge widenings, bridge rail replacements, box culvert extensions, retaining walls, sheet piling, overhead sign structures, multi-post guide signs, signal poles, mast arms light poles, and foundations for signs, signal poles, and lighting. We have an experienced in-house staff to provide these services.

Water/Wastewater Services

Our team can provide utility analyses of existing master systems, preparation and updates to master plans, as well as preparation of utility construction plans. Dewberry can analyze the existing utility systems and make recommendations for upgrades or replacement. We have designed numerous utility collection and transmission facilities, gravity sewers, force mains, reuse water, and potable water systems. We have also designed numerous wastewater and water pump stations. We also have experience in the transformation of septic tank systems by the installation of new sewer systems.

Stormwater Management Services

Our integrated stormwater management services range from large basin studies to the design of collection systems. Our

team has performed analysis on various projects throughout Florida. We have designed culvert replacements to extensions on numerous roadway projects, ranging from two-lane rural widening to multi-lane expressways.

Drainage design and permitting are critical parts of any project. We will provide assistance to the District in coordination with MS4 support, total maximum daily loads, numeric nutrient criteria support, drainage, erosion and sediment control, stormwater basin modeling, assessment and evaluation drainage systems, design and construction plans for stormwater management systems, and coordination with state and federal agencies.

Assumptions and/or omissions in this area can cause significant delays in the project schedule, increase costs during construction, and even lead to possible litigation against the District. We are experienced in identifying, analyzing, and addressing drainage impacts associated with a variety of project types. Our drainage staff is knowledgeable of Water Management District criteria, and we are adept at developing creative and innovative solutions to drainage problems. We also have experience preparing flood studies with FEMA. At the heart of our approach is a thorough document review of the existing plans, USGS Quadrangle Maps, USDA Soil Survey, FEMA Flood Insurance Maps and aerial photographs. With this data in hand, we will perform a field review during the pre-scope meeting, identify all drainage and permitting issues, and discuss possible drainage solutions with the District. Existing drainage patterns, ponding concerns and erosion problems will be documented. We will contact the District's Maintenance Engineer to discuss any concerns regarding the project area.

Survey and Mapping Services

Dewberry has provided continuing surveying services for many counties and municipalities throughout the State of Florida. Our large in-house survey staff, with numerous crews out of our Orlando and Jacksonville office, are well-versed in the rigors of on-call assignments and the immediate response time they require. We utilize state-of-the-art equipment to provide cost effective surveying, ROW mapping, utility designation, and subsurface utility engineering (SUE) for roadway, municipal, and civil development projects. We have extensive experience in boundary surveys, topographic design surveys, tree surveys, inventory surveys, and underground utility mapping. Our survey team has a dedicated staff of photogrammetrists who specialize in aerial photogrammetry, fixed and aerial LiDAR, and GIS mapping.

Our services for surveying and mapping may include as-built surveys, boundary surveys, eminent domain surveys, GIS, legal description preparation, plat preparation, property sketches, ROW mapping, SUE, topographic surveys, and utility surveys.

SUE technology combines geophysics, surveying, and civil engineering to better locate underground utilities. This service helps our clients avoid costly utility conflicts and construction delays caused by inaccurately plotted utilities. Our 3-D Laser Scanning equipment allows our survey crews to accurately collect field data comprehensively and, most importantly, safely. Dewberry is one of a select few firms in the state to have this technology.

H. ADDITIONAL INFORMATION

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

Environmental/Permitting Services

From determining wetland lines to the understanding of current rules and regulations for water management districts, our staff has full understanding and experience in providing these services for cities and other governmental agencies. We have obtained permits with various local, state, and federal agencies for a variety of projects. We understand how to prepare permit applications, work closely with the agencies, and obtain permits for your projects. Dewberry will track the permit status for each agency, keep the District informed of the progress of all permits, and respond promptly to all requests for additional information.

As part of our efforts for Water Tank Road CDD, we will assist in determining the permits needed for each development project along with the anticipated schedules for obtaining each permit. Additionally, we have experience in permitting with governmental agencies such as the Water Management Districts, FDEP, Florida Fish and Wildlife Conservation Commission (FFWCC), U.S. Army Corps of Engineers (USACE), and FDOT. We have staff that consists of both engineers and environmental scientists, many of which have worked previously for various permitting agencies.

Landscape Architecture/Planning

Dewberry has extensive landscape architecture experience throughout Florida. Our project experience includes residential, retail office, mixed-use, streetscapes, and recreational uses, as well as hardscape and irrigation design. Our hardscape designs have included corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas. Our planning services to Water Tank Road CDD will include presentations to CDD Commissioners and public meetings, where we would provide assistance to the District for the understanding of technical issues, proposed developments, projected roadway designs, possible ROW changes, and to provide a professional and expert opinion on issues that may be needed by the District. Dewberry can assist the District with the following planning services:

- Comprehensive planning
- Review of comprehensive plan amendments
- Preparing land development regulations, including form based codes, GIS, and mapping services
- Transportation planning
- Revitalization/redevelopment planning

Public Involvement and Outreach

Open and effective communication is essential to the successful completion of any project. It's important to develop and maintain a sense of trust and understanding with the public. This is best accomplished by developing a plan tailored to the surrounding community potentially impacted and depending on the nature and extent of the project. Outreach may include a Community Awareness Plan, which would detail the specific methods proposed and list the targeted stakeholders within a specific corridor or project study area. Other public outreach activities could include the management of a project hotline and/or stakeholder database and distributing information through a variety of notifications to local residents, property owners, schools, businesses, local officials, and other stakeholders. We have found that evaluation of all potential improvements

and design concepts and sharing the results of extensive data collection early in the study process creates a level of comfort with the public in two respects:

- There is an open exchange of information; and
- A technically sound approach is being used to serve the best interests of the public.

Coordination with City staff and others will be strengthened by our team's diverse project experience and previous involvement with a variety of stakeholders. Our team is adept at planning and coordinating public workshops, and smaller homeowner associations, and group workshops.

Construction Administration/CEI

We have continually provided construction administration services to our clients on most of the projects we have designed. Dewberry understands the importance of establishing and maintaining budgets. As a project is constructed, our team must monitor the project budget and keep the District consistently informed. We have worked with many cities and counties on providing all construction services, including assistance in the preparation of bid documents, prebid meetings, pre-construction meetings, construction administration, site observation, pay application review, and approvals. We also provide shop drawing reviews and approvals per construction documents. We will provide assistance to District staff in the administration of construction contracts. Our team is currently providing these services to many municipalities across the state of Florida.

Our construction administration staff is prepared to support the District in various construction management related tasks. We routinely perform these services for both our public and private clients. Our services include:

- Construction Inspection
- Shop Drawing Review
- Pay Application Verification
- Construction Scheduling
- Utility Company Coordination
- Final Regulatory Acceptance
- Record Drawings
- Project Value Engineering
- Bid Document Preparation
- Bid Summarization and Analysis
- Contract Preparation

Task Initiation

Our Project Approach will vary due to the type of assignment; however, the important first steps in task initiation involve data gathering and scope development.

Data Gathering

This phase consists of defining the project objectives, identifying elements involved in the task, conducting a field review meeting (if required), and developing a detailed scope of services. This phase will begin once the District has identified a specific task or project. Once identified, we will coordinate with the District to obtain all existing information. This data collection

H. ADDITIONAL INFORMATION

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

effort is very important because it provides valuable information before developing the scope of services.

If applicable or desired, an on-site field review meeting will be held jointly with the District and other appropriate agencies to discuss the task objectives and identify areas of concern. Discussions regarding the project's background, scope requirements, constraints, and other relevant issues will be held to understand the overall project goals. Based on the data collection effort and the initial on-site field meeting, the specific plan elements required for the task will be identified and agreed to with the District prior to developing a scope of services.

Scope Development

A detailed scope of services, fee estimate, and schedule for each task will be developed based on the data gathering efforts and discussions. This scope and work effort will be heavily influenced by the quality of the data collected and the specific needs of each task. Man-hour estimates will be provided for each discipline involved. The scope and work effort will be prepared and negotiated quickly, so as not to affect the schedule.

Other Considerations

COST CONTROL

We constantly review our designs and look for ways to save our clients time and money. We exercise common sense engineering to provide practical design solutions, not merely based how things have always been done.

PROJECT COSTS

We understand the financial constraints that clients face due to budget cuts and rising construction and ROW costs. We will review all designs prepared by Dewberry or others for cost savings measures that will not affect the intention or safety of the project. Our recent experience has shown that minor changes in the design can save materials, and reduce or avoid costly business damage claims and ROW impacts. Another key to cost controls is to estimate costs early in the design process and as the design evolves, not just near the end of the design process. Early cost estimating allows for more options to be explored and provides the District with opportunities to adjust budgets as needed.

PROJECT SCHEDULE

The importance of maintaining the project schedule through the design or review process cannot be overstated. Dewberry is committed to developing and adhering to the project schedule for each assignment. This is important to us because if we fail to successfully complete any assignment on time, our ability to obtain additional assignments with Water Tank Road will be limited. We will maintain an overall schedule of projects to help with internal and external coordination. We fully understand what is required to keep a project on schedule. Our team will use the following proven actions to control the project schedule:

- **Experienced Client Manager:** Our District Engineer, Rey Malavé, routinely manages multi-discipline projects where coordination is critical. Dewberry's wide range of in-house services ensures close coordination between disciplines, enabling us to direct our staffing resources.



H. ADDITIONAL INFORMATION

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

- **Weekly Team Meetings:** Coordination will be ensured through weekly team meetings. These meetings will be used to track progress on individual tasks and as a planning tool.
- **Monthly Progress Reports:** Monthly progress reports will be supplied to Water Tank Road. These reports will be an effective snapshot of the status of each assignment and will be used to identify any potential schedule issues.
- **Being Proactive:** We will be proactive (vs. reactive) on all tasks while managing the schedule. Emphasis will be placed on the activity start dates to ensure timely completion.

NPDES MS4 PROGRAM SUPPORT

Having completed numerous programs for other cities and counties, we understand the MS4 Program and have the staff to assist the CDD in updates, compliance questions, and recommendations as needed in the ongoing program.

INDEPENDENT PEER REVIEW

An independent peer review is performed for each phase submittal. Dewberry's established Quality Management Program requires the review to be performed by senior-level staff not directly involved in the project to make sure quality standards are met on every submittal.

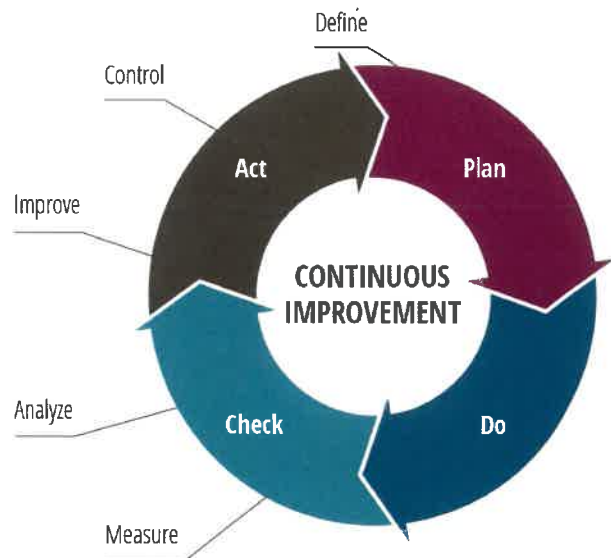
CONSTRUCTABILITY/BID-ABILITY REVIEW

Prior to the 90 and 100 percent submittals, the plans will be subjected to a constructability/bid-ability review. This review will be performed by our in-house construction administrators, who are experienced in CDD requirements.

Quality Assurance/Quality Control

Dewberry understands the value of repeat business. Our **District Engineer, Rey Malavé, PE, has 28 years of experience servicing a variety of CDDs across Florida.** Our commitment to personalized client service is such that we guarantee we will respond to each client's needs promptly and effectively. From the beginning, we recognized that functional efficiency and technical excellence must be provided as a matter of course in engineering design. Each project produced by our firm reflects this corporate commitment to excellence, and our insurance is our Quality Control Plan. Our Quality Assurance Plan and procedures are based on the philosophies that include:

- **Plan:** Quality is controlled by adequate planning, coordination, supervision, technical direction, proper definition of job requirements and procedures, and the involvement of experienced professionals.
- **Do:** Quality is achieved by individuals performing work functions carefully and "doing it right the first time."
- **Check:** Quality is verified through checking, reviewing, and supervising work activities, with documentation by objective individuals who were not directly responsible for performing the initial work.
- **Act:** Quality is ensured by having a manager perform quality assurance functions that involve monitoring and close review of the work and the procedures used in performing the work.



I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

4.13.2024

33. NAME AND TITLE

Rey Malave, Associate Vice President

H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER (IF ANY)	
PART II – GENERAL QUALIFICATIONS				N/A	
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc. (Orlando branch office)		Dewberry		3. YEAR ESTABLISHED 2013	
2b. STREET 800 North Magnolia Avenue, Suite 1000		5. OWNERSHIP			
2c. CITY Orlando		2d. STATE FL	2e. ZIP CODE 32803-3251	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Kevin E. Knudsen, PE, Vice President			b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 321.354.9646		6c. EMAIL ADDRESS kknudsen@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.	
8a. FORMER FIRM NAME(S) (If any) Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)			8b. YEAR ESTABLISHED Dewberry Engineers Inc.: 2012		8c. UNIQUE ENTITY IDENTIFIER DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCHEKN6

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	232	9	B02	Bridges	1
08	CADD Technician	80	8	C16	Construction Surveying	2
12	Civil Engineer	329	12	E03	Electrical Studies and Design	2
15	Construction Inspector	121	1	E11	Environmental Planning	1
16	Construction Manager	66	1	L02	Land Surveying	4
20	Economists/Financial Analysts	47	4	L10	Land Development, Residential	6
21	Electrical Engineer	66	1	L11	Land Development, Commercial	4
24	Environmental Scientist	64	9	L12	Land Development, Industrial	2
30	Geologist	9	1	L13	Land Development, Public	4
38	Land Surveyor	211	27	R07	Remote Sensing	1
39	Landscape Architect	38	4	R11	Rivers; Canals; Waterways; Flood Control	1
47	Planner: Urban/Regional	37	2	S10	Surveying; Platting; Mapping; Flood Plain Studies	6
48	Program Analyst/Program Manager	31	3	S13	Storm Water Handling & Facilities	1
56	Technical/Specification Writer	53	2	T01	Telephone Systems (Rural; Mobile; Intercom, Etc.)	2
57	Structural Engineer	145	6	T02	Testing & Inspection Services	1
58	Technician/Analyst	3	1	T03	Traffic & Transportation Engineering	8
60	Transportation Engineer	174	28	T04	Topographic Surveying and Mapping	5
62	Water Resources Engineer	117	3	T05	Towers (Self-Supporting & Guyed Systems)	3
	Water/Wastewater Engineer	101	6	W02	Water Resources; Hydrology; Ground Water	1
	Other Employees	520		W03	Water Supply; Treatment and Distribution	7
	Total	2444	128			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	8	2. \$100,000 to less than \$250,000	9. \$25 million to less than \$50 million	10. \$50 million or greater	
c. Total Work	8	3. \$250,000 to less than \$500,000			
		4. \$500,000 to less than \$1 million			
		5. \$1 million to less than \$2 million			

12. AUTHORIZED REPRESENTATIVE	
The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE March 28, 2024
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President	


H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS
PART II – GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER
(IF ANY)

N/A

2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc. (Jacksonville branch office)			3. YEAR ESTABLISHED 2014	4. UNIQUE ENTITY IDENTIFIER K3WDSCEDY1V5
2b. STREET 200 West Forsyth Street, Suite 1100			5. OWNERSHIP	
2c. CITY Jacksonville	2d. STATE FL	2e. ZIP CODE 32202-3646	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Amy L. Tracy, Senior Associate, Market Segment Leader			b. SMALL BUSINESS STATUS No	
6b. TELEPHONE NUMBER 904.508.9839	6c. EMAIL ADDRESS atracy@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.	
8a. FORMER FIRM NAME(S) (If any) Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O’Dea, Inc.; Goodkind & O’Dea of New York, Inc.; Goodkind & O’Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)			8b. YEAR ESTABLISHED Dewberry Engineers Inc.: 2012	8c. UNIQUE ENTITY IDENTIFIER DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCHEKN6

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM’S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
24	Environmental Scientist	54	2	C16	Construction Surveying	1
48	Program Analyst/Program Manager	31	1	D10	Disaster Work	1
	Water/Wastewater Engineer	101	2	L02	Land Surveying	1
				S10	Surveying; Platting; Mapping; Flood Plain Studies	3
				T03	Traffic & Transportation Engineering	1
				T04	Topographic Surveying and Mapping	1
				W02	Water Resources; Hydrology; Ground Water	1
				W03	Water Supply; Treatment and Distribution	1
	Other Employees	2067				
	Total	2444	5			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	3	2. \$100,000 to less than \$250,000	9. \$25 million to less than \$50 million	10. \$50 million or greater	
c. Total Work	3	3. \$250,000 to less than \$500,000	4. \$500,000 to less than \$1 million	5. \$1 million to less than \$2 million	

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE March 28, 2024
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President	

H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS					1. SOLICITATION NUMBER (IF ANY)
PART II – GENERAL QUALIFICATIONS					N/A
(If a firm has branch offices, complete for each specific branch office seeking work.)					
2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc. (Lakeland branch office)				3. YEAR ESTABLISHED 2021	4. UNIQUE ENTITY IDENTIFIER K3WDSCEDY1V5
2b. STREET 1479 Town Center Drive, Suite D214			5. OWNERSHIP		
2c. CITY Lakeland	2d. STATE FL	2e. ZIP CODE 33803-7974		a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Robert Beltran, Jr., PE, Vice President			b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 863.345.1470	6c. EMAIL ADDRESS rbeltran@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.		
8a. FORMER FIRM NAME(S) (If any) Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)			8b. YEAR ESTABLISHED Dewberry Engineers Inc.: 2012	8c. UNIQUE ENTITY IDENTIFIER DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCHEKN6	


9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	232	2	H04	Heating; Ventilating; Air Conditioning	1
08	CADD Technician	80	2	S03	Seismic Designs & Studies	1
12	Civil Engineer	329	1	W02	Water Resources; Hydrology/ Ground Water	2
24	Environmental Scientist	64	2	W03	Water Supply; Treatment & Distribution	2
29	Geographic Information System Specialist	95	2			
62	Water Resources Engineer	117	1			
	Water/Wastewater Engineer	101	7			
	Other Employees	1426				
	Total	2444	17			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	4	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	4	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE	
The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE March 28, 2024
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President	

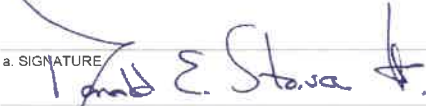
H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(IF ANY)</i>	
PART II – GENERAL QUALIFICATIONS				N/A	
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc. (Panama City branch office)				3. YEAR ESTABLISHED 2016	
2b. STREET 203 Aberdeen Parkway		5. OWNERSHIP			
2c. CITY Panama City		2d. STATE FL	2e. ZIP CODE 32405-6457	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Jonathan Sklarski, PE, Associate Vice President			b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 850.571.1200		6c. EMAIL ADDRESS jsklarski@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.	
8a. FORMER FIRM NAME(S) (If any) Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)			8b. YEAR ESTABLISHED Dewberry Engineers Inc.: 2012		8c. UNIQUE ENTITY IDENTIFIER DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCHEKN6

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	232	2	B02	Bridges	1
08	CADD Technician	80	3	C08	Codes; Standards; Ordinances	1
12	Civil Engineer	329	11	C15	Construction Management	1
15	Construction Inspector	121	6	D10	Disaster Work	4
16	Construction Manager	66	1	E09	Environmental Impact Studies, Assessments or Statements	1
24	Environmental Scientist	64	1	E11	Environmental Planning	1
38	Land Surveyor	211	22	E12	Environmental Remediation	1
42	Mechanical Engineer	135	1	H04	Heating; Ventilating; Air Conditioning	1
62	Water Resources Engineer	117	1	H07	Highways; Streets; Airfield Paving; Parking Lots	3
				H13	Hydrographic Surveying	1
				L02	Land Surveying	1
				L11	Land Development; Commercial	1
				S01	Safety Engineering; Accident Studies; OSHA Studies	1
				S04	Sewage Collection, Treatment and Disposal	1
				S10	Surveying; Platting; Mapping; Flood Plain Studies	6
				T02	Testing & Inspection Services	1
				T03	Traffic & Transportation Engineering	1
				W02	Water Resources; Hydrology; Ground Water	1
				W03	Water Supply; Treatment and Distribution	1
	Other Employees	1089				
	Total	2444	48			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	3	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	7	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	7	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE	
The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE March 28, 2024
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President	

H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(IF ANY)</i>	
PART II – GENERAL QUALIFICATIONS					
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc. (Raleigh branch office)		Dewberry		3. YEAR ESTABLISHED 2013	
2b. STREET 2610 Wycliff Road, Suite 410				4. UNIQUE ENTITY IDENTIFIER K3WDSCEDY1V5	
2c. CITY Raleigh		2d. STATE NC	2e. ZIP CODE 27607-3073	5. OWNERSHIP Corporation	
6a. POINT OF CONTACT NAME AND TITLE Matthew B. West, PE, LEED AP, Vice President			6b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 919.424.3770		6c. EMAIL ADDRESS mwest@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.	
8a. FORMER FIRM NAME(S) (If any) Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)			8b. YEAR ESTABLISHED Dewberry Engineers Inc.: 2012		8c. UNIQUE ENTITY IDENTIFIER DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCKHEKN6

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	276	18	C11	Community Facilities	3
05	Archeologist	9	1	C12	Communications Systems; TV; Microwave	4
07	Biologist	10	2	C15	Construction Management	2
08	CADD Technician	83	4	E02	Educational Facilities; Classrooms	6
12	Civil Engineer	340	19	E03	Electrical Studies and Design	3
15	Construction Inspector	128	2	E11	Environmental Planning	2
16	Construction Manager	62	1	H04	Heating; Ventilating; Air Conditioning	5
21	Electrical Engineer	68	32	H05	Health Systems Planning	2
24	Environmental Scientist	54	3	H09	Hospital & Medical Facilities	7
29	Geographic Information System Specialist	113	2	I03	Industrial Waste Treatment	4
38	Land Surveyor	194	15	L01	Laboratories; Medical Research Facilities	3
39	Landscape Architect	37	6	L11	Land Development, Commercial	3
42	Mechanical Engineer	153	55	M05	Military Design Standards	4
47	Planner: Urban/Regional	40	2	O01	Office Buildings; Industrial Parks	2
48	Program Analyst/Program Manager	30	3	P12	Power Generation, Transmission, Distribution	4
49	Remote Sensing Specialist	16	1	R04	Recreation Facilities (Parks, Marinas, Etc.)	2
56	Technical/Specification Writer	55	8	S04	Sewage Collection, Treatment and Disposal	3
57	Structural Engineer	140	10	S09	Structural Des; Special Struct	3
60	Transportation Engineer	180	12	S10	Surveying; Platting; Mapping; Flood Plain Studies	5
62	Water Resources Engineer	132	4	S13	Storm Water Handling & Fac	2
	QA/QC Specialists	4	1	T01	Telephone Systems (Rural; Mobile; Intercom, Etc.)	4
	Site Acquisition Specialist	12	8	T02	Testing & Inspection Services	2
	Water/Wastewater Engineer	102	13	T03	Traffic & Transportation Engineering	5
	Other Employees	280		W02	Water Resources; Hydrology; Ground Water	4
	Total	2518	222	W03	Water Supply; Treatment and Distribution	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	6	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	9	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE April 9, 2024
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President	

SECTION 2: Firm Licenses

FIRM LICENSES

State Licenses

State of Florida Department of State

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 9, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2024*




Secretary of State

Tracking Number: 5028516753CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ENGINEERING SERVICES

Please be advised that as of February 2021, the Florida Board of Professional Engineers (FBPE) does not require companies to renew their engineering licensure and therefore no longer have printable licenses nor applicable expiration dates, only a requirement that they be currently listed on the Board's registry. Dewberry Engineers Inc. is up-to-date on professional registration to the board, which can be confirmed with a Florida Department of Business & Professional Regulation (DBPR) licensee search.

The screenshot shows the Florida DBPR ONLINE portal. The top left features the DBPR logo and a navigation menu with options like 'Log On', 'Search for a Licensee', 'Apply for a License', 'View Application Status', 'Find Exam Information', 'File a Complaint', 'AB&T Delinquent Invoice & Activity', and 'List Search'. The top right shows the DBPR ONLINE logo with a building icon. The main content area displays 'Licensee Details' for 'DEWBERRY ENGINEERS INC. (Primary Name)'. The details include: Name: DEWBERRY ENGINEERS INC. (Primary Name), Main Address: 8401 ARLINGTON BLVD., FAIRFAX Virginia 22031, County: OUT OF STATE, License Mailing: (blank), License Location: (blank). Below this is 'License Information' showing License Type: Registry, Rank: Registry, License Number: 8794, Status: Current, License Date: 02/09/2001, and Expires: (blank). There is also a 'Special Qualifications' section showing 'Qualification Effective' and an 'Alternate Names' section.

The screenshot shows the Florida DBPR ONLINE portal with a different user profile. The top left features the DBPR logo and navigation links: 'HOME', 'CONTACT US', and 'MY ACCOUNT'. The top right shows the date '10/22/10 AM 11/19/2024'. The main content area displays 'LICENSEE DETAILS' for 'BEIGHT, JAMES L. (Primary Name)'. The details include: Name: BEIGHT, JAMES L. (Primary Name), Main Address: DEWBERRY ARCHITECTS INC (DBA Name), 8401 ARLINGTON BLVD, FAIRFAX Virginia 22031-4666, County: OUT OF STATE, License Information: License Type: Architect, Rank: Architect, License Number: AR0012022, Status: Current, Active, License Date: 12/07/1987, Expires: 02/28/2025, Special Qualifications: Qualification Effective, and Alternate Names: (blank).



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8011**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

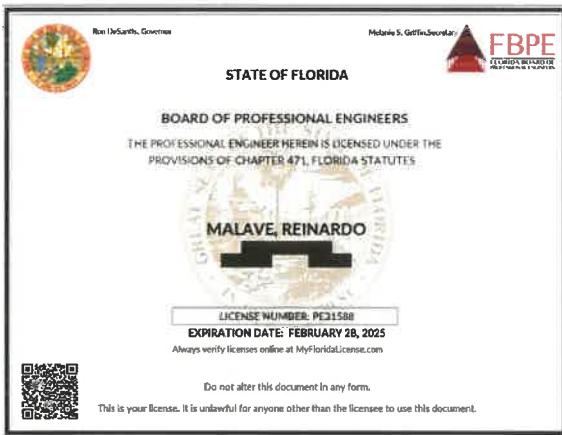
**DEWBERRY ENGINEERS INC.
800 N MAGNOLIA AVE STE 1000
ORLANDO, FL 32803-3251**

A handwritten signature in black ink, appearing to read "Wilton Simpson".

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Personnel Licenses



STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MALAVE, REINARDO

LICENSE NUMBER: PE31588
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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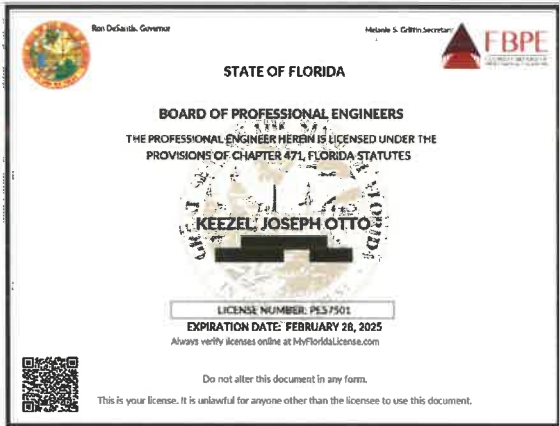


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DUNCAN, JOEY VAN

LICENSE NUMBER: PE43890
EXPIRATION DATE: FEBRUARY 28, 2025
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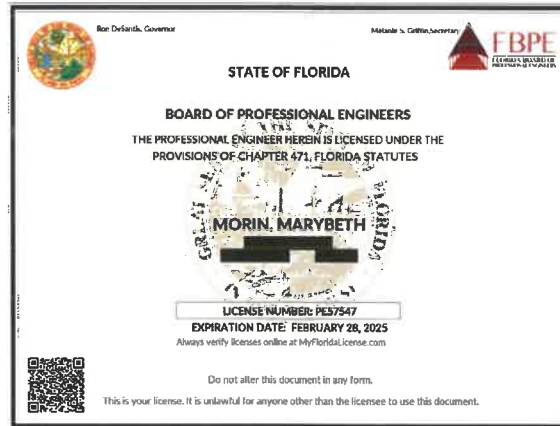


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KEEZEL, JOSEPH OTTO

LICENSE NUMBER: PE37501
EXPIRATION DATE: FEBRUARY 28, 2025
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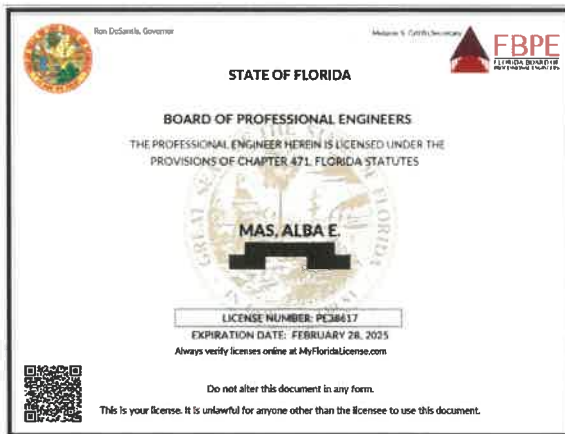


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MORIN, MARYBETH

LICENSE NUMBER: PE37547
EXPIRATION DATE: FEBRUARY 28, 2025
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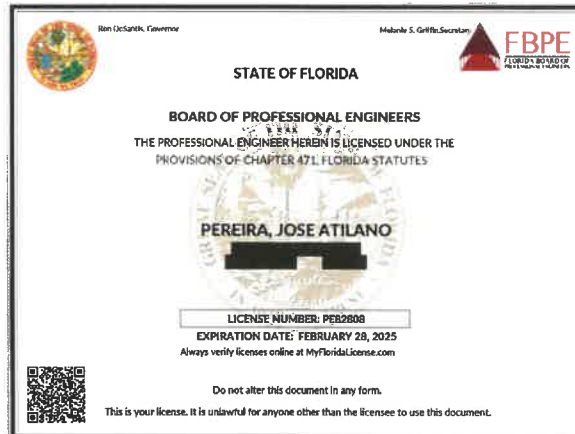


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MAS, ALBA E

LICENSE NUMBER: PE38617
EXPIRATION DATE: FEBRUARY 28, 2025
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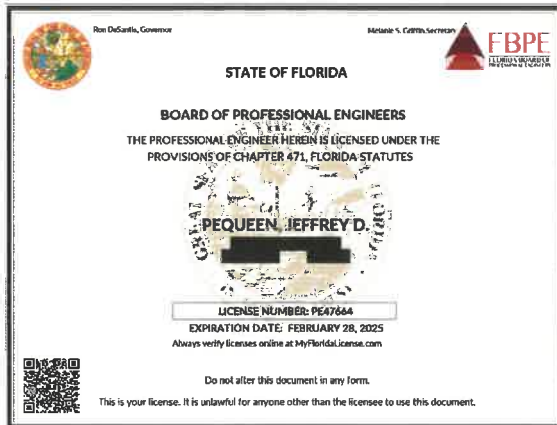
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PEREIRA, JOSE ATILANO

LICENSE NUMBER: PE22808
EXPIRATION DATE: FEBRUARY 28, 2025
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WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ENGINEERING SERVICES



STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PEQUEEN, JEFFREY D.

LICENSE NUMBER: PE47664
 EXPIRATION DATE: FEBRUARY 28, 2025
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Society of Wetland Scientists
 Professional Certification Program, Inc.

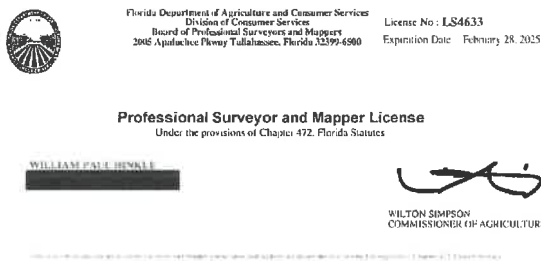
renews the designation

Professional Wetland Scientist

For
Nicole Gough

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification Renewal Program, and verified by the Society's Certification Renewal Review Panel.
 Professional Wetland Scientist Number 2585 issued on 7/15/2013 and recertified on 2/1/2020.
 Due to recertify again by 7/15/2025.

Matthew Strassen, PWS
 President
 Pat Frost, PWS
 Certification Renewal Chair



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6900

License No: LS4633
 Expiration Date: February 28, 2025

Professional Surveyor and Mapper License
 Under the provisions of Chapter 472, Florida Statutes

WILLIAM PAUL HENKLE

WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE
 THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

URCHUK, MICHAEL JOHN
 DEWBERRY ENGINEERS, INC.

LICENSE NUMBER: LA6666675
 EXPIRATION DATE: NOVEMBER 30, 2025
 Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/20/2023
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Aziza R. Baan

has met the standards for ethical conduct and professional practice as established by the GIS certification program for registration as a

Certified Geographic Information Systems (GIS) Professional (GISP)

and is therefore entitled to all the rights and privileges thereunder.

This grant of certification shall expire on its second anniversary on 10/26/2025 unless, by that date, the individual listed herein successfully completes recertification.

Certification Number 4320 Date of Initial Certification 10/26/2023

Martin Roda
 Martin Roda, GISP
 GISP President

Pat H...
 GISP Executive Director



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN
 THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MARTI-LARES, ZULAY M

LICENSE NUMBER: AR94995
 EXPIRATION DATE: FEBRUARY 28, 2025
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SECTION 3: Qualifications and Experience



QUALIFICATIONS AND EXPERIENCE

Ability and Adequacy of Professional Personnel

We have carefully selected our team of professionals and technical experts to match our experience and expertise with the qualifications required. Our firm has a wide array of experience, disciplines, and resources available to provide the required services to the CDD. Our team can provide engineering design, planning management, technical, and administrative services as requested by Water Tank Road CDD and will make a commitment to prioritize the CDD's needs.



Rey Malavé, PE
DISTRICT ENGINEER

Our **District Engineer, Rey Malavé, PE**, has 45 years of experience in civil engineering design and a diversified background in the designing and permitting of municipal infrastructure systems. His areas of expertise includes stormwater management systems, sanitary sewage collection systems, water distribution systems, and site development. He has managed and participated in the planning and designing of numerous large, complex projects for public and private clients. He has extensive knowledge of permitting requirements and has developed a rapport with permitting agencies, including the FDEP, FDOT, SWFWMD, and other local agencies. He has served as the District Engineer for over 25 CDDs and Improvement Districts in Florida.



Joey Duncan, PE
ASSISTANT DISTRICT ENGINEER

Serving as **Assistant District Engineer is Joey Duncan, PE**. He has 42 years of experience in program management and civil engineering for both the public and private sectors, with an emphasis on the planning, design, and construction of water and power infrastructure. **Previously, Joey Duncan served**

WHY DEWBERRY?



OUR ORLANDO OFFICE IS LOCATED APPROXIMATELY 44 MILES FROM WATER TANK ROAD CDD



LOCAL, EXPERIENCED DISTRICT ENGINEER READY TO WORK FOR YOU



COMPREHENSIVE UNDERSTANDING OF CDD'S INFRASTRUCTURE AND OPERATIONAL NEEDS



350+ EMPLOYEES IN 15 OFFICES WITHIN FLORIDA, COLLABORATING TO SERVE OVER 50 CDDs IN FLORIDA



COHESIVE GROUP OF PROFESSIONALS INTEGRATED ACROSS SERVICE AREAS TO LEVERAGE SUCCESS FOR OUR CLIENTS



60+ YEARS HELPING CLIENTS BUILD AND SHAPE COMMUNITIES

the City of Jacksonville for over five years as Director of Public Works. Under his leadership, the team has provided a range of experts that meet each of the needs under this contract. This experience included infrastructure review, floodplain mapping, SWMM Modeling, FEMA coordination, resiliency, water quality, and CIP development.

Joey has a proven track record for meeting budgets and schedules on complex and short time frame design projects. He is known for his ability to quickly adapt to changing schedules, design parameters, and client needs. Joey's diversified background in engineering design includes all aspects of land development engineering including master drainage, stormwater management design, site grading, water and reclaim distribution, sewer collection/transmission systems, and project reviews for permitting agencies.



WE BUILD strong and lasting relationships with our clients. The caliber of our people and combining unsurpassed client service with deep subject matter expertise is what sets us apart. We operate with the highest level of ethics and transparency. Our integrity—and that of our people—is second to none. Personal commitment to our clients and standing behind our work are two central tenants of our cultural statement, “Dewberry at Work.”

.....

Our project management and organizational structure within each key service areas demonstrates our thorough understanding of the scope of this contract and our desire to meet the objectives of the project assignments.

Our senior experienced professionals are well versed in addressing their particular specialty area and have associates working under their direction to tackle any assignment from Water Tank Road CDD efficiently. This organizational structure has a long history of success as a model that Dewberry has implemented across the country for similar CDDs and public agencies.

We will continue to develop and apply innovative concepts and techniques to design and manage all tasks effectively and efficiently. It is important to note that Dewberry is a full-service civil engineering firm that can meet your needs for any project – large or small. Dewberry can react quickly to client requests and provide all technical support under one roof.

Certified Minority Business

Dewberry Engineers Inc. is not a certified minority business.

Willingness to Meet Time and Budget Requirements

Dewberry recognizes the importance of maintaining project budgets. We have a long history of providing on-schedule services and projects that fit within the client's budget. Over 85% of our work is from repeat clients ... a testament to our ability to work within a budget and schedule.

The following proven actions will be used by our team to control the project budget:

- **Experienced Staff:** The most effective means of meeting the design budget and schedule is by using experienced staff with the knowledge, training, and equipment necessary to perform their assigned tasks. Dewberry's Project Team has these attributes.
- **Construction Budget Controls:** We are acutely aware of the volatile construction materials market and its impact on construction budgets. As such, we periodically update our cost data to verify that the most current unit prices are being used for the construction cost estimates.
- **Project Schedule:** One way we keep costs in line is by developing and maintaining a schedule for each task. We build a design quality control checking date into every schedule prior to the submittal date for all project deliverables. We have found that focusing on the submittal date often results in rushed or incomplete quality control checks of the plans. Therefore, we will schedule a quality check date at least two weeks prior to the submittal date to make sure that the process is completed. This also allows our District Engineer and team to focus on the quality control date, resulting in plenty of time for the process to work and thus further committing to the project's budget.

Past Experience and Performance

For more than 45 years, our land development professionals have combined an unsurpassed commitment to serving Florida developers with deep subject matter expertise in a broad spectrum of professional services. We have served as District Engineer for over 50 CDDs across Florida, varying in size from 200 acres to close to 10,000 acres. We are experienced in CDDs from the creation to operations.

Our clients benefit from our local experience and presence and our familiarity with entitlement issues, plan development and review processes, and local codes and ordinances. We offer creative and cost-effective designs that transform communities.

We provide our residential clients with a range of services that include land planning, entitlement approval, infrastructure design and permitting, surveying, stormwater modeling, environmental review and permitting, sustainable design, landscape architecture, and cost and schedule estimating. We envision possibilities to enrich communities, restore environments, and manage positive change.

The table shown on the following page demonstrates our CDD experience throughout Florida.



WATER TANK ROAD COMMUNITY DEVELOPMENT DISTRICT
ENGINEERING SERVICES

CDD, LOCATION	DISTRICT ENGINEER	PLANNING	DUE DILIGENCE	CIVIL ENGINEERING	ROADWAY DESIGN	STORMWATER DESIGN	ENVIRONMENTAL/ PERMITTING	LANDSCAPE ARCHITECTURE	SURVEY	CONSTRUCTION ADMIN
	Baytree CDD, Brevard County, FL	●	●		●	●	●	●		
Cascades at Groveland CDD, Groveland, FL	●	●	●	●	●	●	●		●	●
Country Greens CDD (Sorrento Springs CDD), Lake County, FL	●	●	●	●	●	●	●	●	●	●
Covington Park CDD, Hillsborough County, FL	●	●		●	●	●	●	●	●	●
Deer Run CDD, City of Bushnell, FL	●	●	●	●	●	●	●	●	●	●
Dowden West CDD, Orange County, FL	●	●	●	●	●	●	●	●	●	●
East Park CDD, Orange County, FL	●	●		●	●	●	●		●	●
Greater Lakes - Sawgrass Bay CDD, Lake Wales, FL	●	●		●	●	●	●	●	●	●
Highland Meadows CDD, Polk County, FL	●	●		●	●	●	●	●	●	●
Lake Emma CDD, Groveland, FL	●	●	●	●	●	●	●	●	●	●
Lakewood Ranch CDDs 1, 2, 4, 5, 6, Manatee County, FL	●	●		●	●	●	●	●	●	●
Lakewood Ranch Stewardship, Manatee County, FL	●	●	●	●	●	●	●		●	●
Live Oak Lake (Twin Lakes Development) CDD, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
Montecito CDD, Brevard County, FL	●	●		●	●	●	●	●	●	●
Narcoossee CDD, Orange County, FL	●	●		●	●	●	●	●	●	●
On-Top-of-the-World CDDs, Marion County, FL	●	●	●	●	●	●	●	●	●	●
Osceola Chain of Lakes, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
Reedy Creek Improvement District, Osceola County, FL	●	●		●	●	●	●		●	●
Reunion Resort CDD, Osceola County, FL	●	●	●	●	●	●	●		●	●
East 547 CDD, Polk County, FL	●	●		●	●	●	●		●	●
Eden Hills CDD, Polk County, FL	●	●		●	●	●	●		●	●
VillaSol CDD, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
West Villages Improvement District, Sarasota County, FL	●	●	●	●	●	●	●	●	●	●

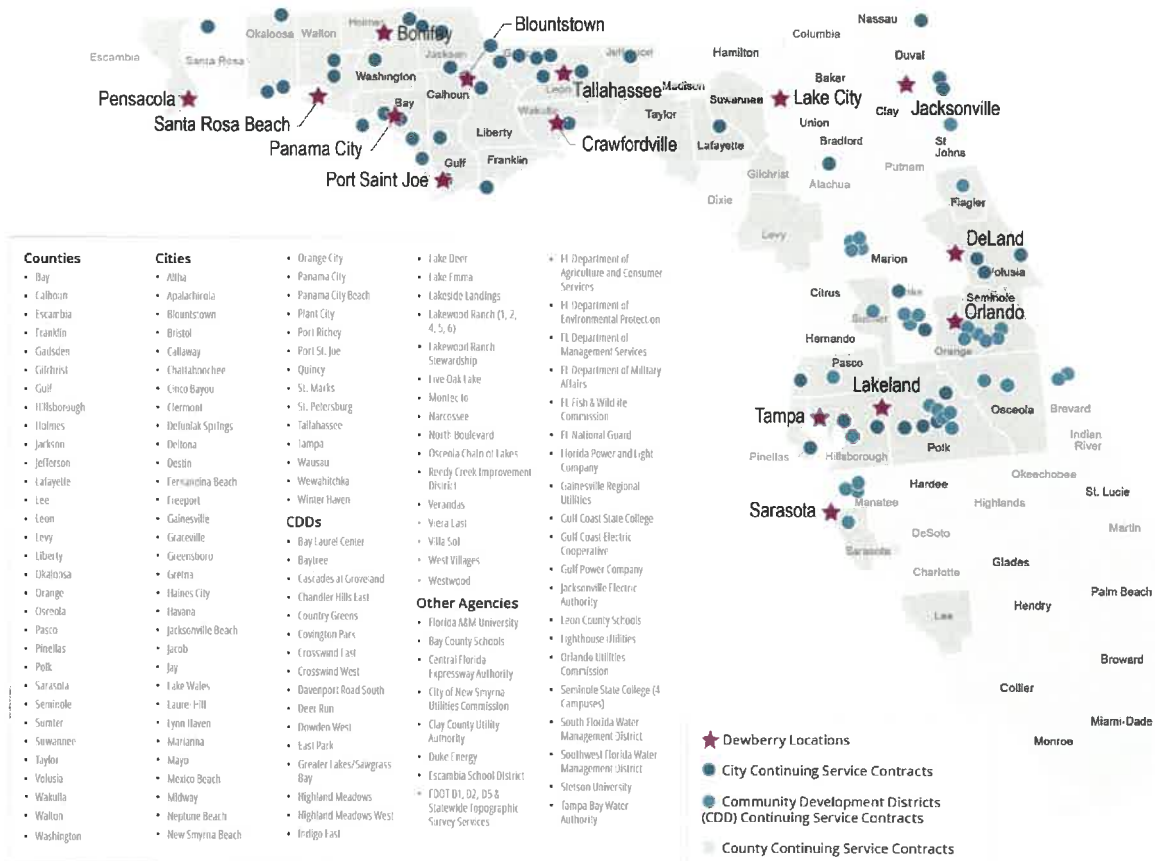
Geographic Location

Dewberry's headquarters are located in Fairfax, at 8401 Arlington Boulevard, Fairfax, VA 22031. Local to Water Tank Road, Dewberry has 15 office locations and over 350 employees in Florida, where we bring expertise, qualifications, and resources to clients throughout the State.

Located in our Orlando office at 800 North Magnolia Avenue, Suite 1000, Rey and members of the project team will be responsive, make frequent visits, and be readily available for meetings, presentations, or site visits. Additionally, our project team includes local Orlando staff members proposed for this contract, which leads all components of our assignments to be developed concurrently by a cohesive team.

Thanks to our extensive presence across Florida, and specifically, in Central Florida, our approach to the District's projects will combine our understanding of the various project assignments with our experience in identifying the District's needs to develop the appropriate project team for each assignment. This allows us to minimize the time needed from project request to "boots on the ground" activity.

In addition, our Project Team is supported by nationally-recognized subject matter experts and dedicated quality control staff who have the required capacity to provide the array of required services to Water Tank Road. This depth of organization permits us to call upon specialists and a broad base of support to satisfy diverse or manpower intensive tasks.



Current and Projected Workloads

Dewberry has an excellent track record of meeting time and budget requirements on the projects we highlighted in this response and are committed to meeting the goals of the Water Tank Road CDD.

Our team, supported by a strong in-house team of infrastructure design specialists, planners, surveyors, environmental scientists, ROW mappers, roadway engineers, MOT engineers, and construction inspection personnel. As such, Dewberry has the capacity to address all of the District’s needs throughout the term of this contract.

Due to the capacity and availability of our proposed staff, we can commit our dedicated team members for these important projects. Our proposed District Engineer has 40% availability.

Volume of Work Previously Awarded to Consultant by District

Dewberry is the current Interim Engineer for the Water Tank Road CDD. We also have extensive working experience with numerous CDDs. As demonstrated throughout our proposal, we currently serve as the District Engineer for over 50 CDDs in Florida, which allows us to provide Water Tank Road with the unique experience, familiarity, and understanding of the type of services that will be requested.



SWEETBAY COMMUNITY DEVELOPMENT DISTRICT.

RFQ FOR

ENGINEERING SERVICES

PREPARED FOR

WATER TANK ROAD COMMUNITY
DEVELOPMENT DISTRICT

PREPARED BY

Kimley»Horn

Expect More. Experience Better.

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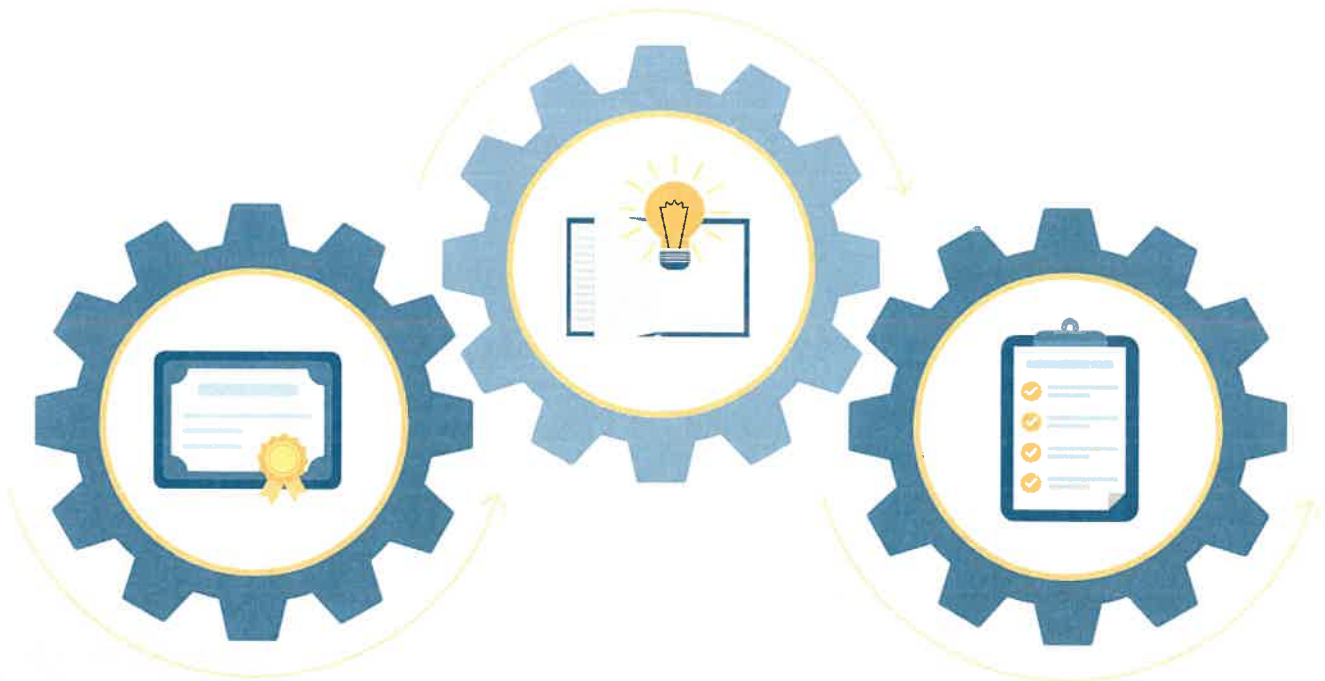
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ABILITY AND ADEQUACY
OF PROFESSIONAL
PERSONNEL

1

1. ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

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



ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Water Tank Road Community Development District		
2. PUBLIC NOTICE DATE N.A.	3. SOLICITATION OR PROJECT NUMBER N.A.	

B. ARCHITECT - ENGINEER POINT OF CONTACT

4. NAME AND TITLE Mark Wilson, P.E., Senior Vice President		
5. NAME OF FIRM Kimley-Horn and Associates, Inc.		
6. TELEPHONE NUMBER 863.226.6863	7. FAX NUMBER N.A.	8. E-MAIL ADDRESS MarkE.Wilson@kimley-horn.com

C. PROPOSED TEAM

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

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	SUBCON-			
a.	<input checked="" type="checkbox"/>			Kimley-Horn and Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	109 South Kentucky Avenue, Lakeland, FL 3380	Civil Engineer
b.				CHECK IF BRANCH OFFICE		
c.				CHECK IF BRANCH OFFICE		
d.				CHECK IF BRANCH OFFICE		
e.				CHECK IF BRANCH OFFICE		
f.				CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

Organizational Chart



Project Manager

Mark

Wilson, P.E.



Civil Engineer

Richard

Mills, P.E.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Mark Wilson, P.E.	13. ROLE IN THIS CONTRACT Project Manager and Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 36	b. WITH CURRENT FIRM 22
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kimley-Horn and Associates, Inc. <i>(Lakeland, FL)</i>			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer in Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Member, Florida Engineering Society (FES)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Stuart Crossing CDD Bartow, FL	Ongoing	N.A.
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	X Check if project performed with current firm	
a. Principal-in-charge. Kimley-Horn is providing professional engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities.		
Grove CDD Land O'Lakes, FL	Ongoing	N.A.
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	X Check if project performed with current firm	
b. Principal-in-charge. Kimley-Horn is providing professional services as the District Engineer for the Grove CDD. Our services include engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities.		
City Center CDD Polk County, FL	Ongoing	N.A.
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	X Check if project performed with current firm	
c. Principal-in-charge. Kimley-Horn is providing professional services as the District Engineer for the City Center CDD that we also helped establish. Our services include engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities. In addition, we have completed a pavement study for pavement repairs and a roadway signage/stripping analysis with recommendations to alleviate traffic problems.		
Westridge CDD Polk County, FL	Ongoing	N.A.
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	X Check if project performed with current firm	
d. Principal-in-charge. Kimley-Horn is providing professional engineering services as the District Engineer for the Westridge CDD that we also helped establish. Our services have included a Southwest Florida Water Management District (SWFWMD) annual stormwater compliance inspection for the ponds, new plans for an irrigation meter and backflow to serve a portion of the community not currently covered, an analysis of the open space areas available to build recreation facilities, a signage/stripping plan to add new four-way stops along the main community boulevard, a street parking analysis to put together a no-parking/towing map for the community, and a pavement analysis for pothole repairs.		
Highland Meadows II CDD Haines City, FL	Ongoing	N.A.
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	X Check if project performed with current firm	
e. Principal-in-charge. Kimley-Horn is providing professional engineering services as the District Engineer for Highland Meadows II CDD. Our services include a site inspection of a pond and neighboring home experiencing erosion problems with recommended solutions, plan exhibits for community fence repairs with plans to replace property fences with permanent walls, a street parking analysis to put together a no-parking/towing map for the community, inspection and recommended repairs for a busted stormwater pipe that created a hole in a homeowner's front yard, street sign analysis to identify signs needing to be repaired, community annual report (to identify CDD owned items needing repairs, and a review of construction completion of a 2019 Capital Improvement Plan in order to reallocate the remaining budget to other CDD projects.		

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Richard Mills, P.E.	13. ROLE IN THIS CONTRACT Civil Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 7	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kimley-Horn and Associates, Inc. <i>(Lakeland, FL)</i>			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer in Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Stuart Crossing CDD Bartow, FL	Ongoing	N.A.
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE X Check if project performed with current firm Civil engineer. Kimley-Horn is providing professional engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities.		
b.	Grove CDD Land O'Lakes, FL	Ongoing	N.A.
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE X Check if project performed with current firm Civil engineer. Kimley-Horn is providing professional engineering services as the District Engineer for the Grove CDD. Our services include professional engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities.		
c.	City Center CDD Polk County, FL	Ongoing	N.A.
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE X Check if project performed with current firm Civil engineer. Kimley-Horn is providing professional services as the District Engineer for the City Center CDD that we also helped establish. Our services include engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities. In addition, we have completed a pavement study for pavement repairs and a roadway signage/stripping analysis with recommendations to alleviate traffic problems.		
d.	Westridge CDD Polk County, FL	Ongoing	N.A.
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE X Check if project performed with current firm Civil engineer. Kimley-Horn is providing professional engineering services as the District Engineer for the Westridge CDD that we also helped establish. Our services have included a Southwest Florida Water Management District (SWFWMD) annual stormwater compliance inspection for the ponds, new plans for an irrigation meter and backflow to serve a portion of the community not currently covered, an analysis of the open space areas available to build recreation facilities, a signage/stripping plan to add new four-way stops along the main community boulevard, a street parking analysis to put together a no-parking/towing map for the community, and a pavement analysis for pothole repairs.		
e.	Highland Meadows II CDD Haines City, FL	Ongoing	N.A.
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE X Check if project performed with current firm Civil engineer. Kimley-Horn is providing professional engineering services as the District Engineer for Highland Meadows II CDD. Our services include a site inspection of a pond and neighboring home experiencing erosion problems with recommended solutions, plan exhibits for community fence repairs with plans to replace property fences with permanent walls, a street parking analysis to put together a no-parking/towing map for the community, inspection and recommended repairs for a busted stormwater pipe that created a hole in a homeowner's front yard, street sign analysis to identify signs needing to be repaired, community annual report (to identify CDD owned items needing repairs, and a review of construction completion of a 2019 Capital Improvement Plan in order to reallocate the remaining budget to other CDD projects.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Stuart Crossings CDD Bartow, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing
		CONSTRUCTION <i>(If applicable)</i> N.A.
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Stuart Crossings CDD	b. POINT OF CONTACT NAME Mark Evans	c. POINT OF CONTACT TELEPHONE NUMBER 561.629.6120
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Kimley-Horn is providing professional engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lakeland, FL	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

STANDARD FORM 330

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Grove CDD Land O' Lakes, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing
		CONSTRUCTION <i>(if applicable)</i> N.A.
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Grove CDD	b. POINT OF CONTACT NAME Kwame Jackson	c. POINT OF CONTACT TELEPHONE NUMBER 407.723.5946
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Kimley-Horn is providing professional services as the District Engineer for the Grove CDD. Our services include engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lakeland, FL	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION <i>(City and State)</i> Westridge CDD Polk County, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing
		CONSTRUCTION <i>(If applicable)</i> N.A.
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Westridge CDD	b. POINT OF CONTACT NAME Brian Mendes	c. POINT OF CONTACT TELEPHONE NUMBER 407.472.2471
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Kimley-Horn is providing professional engineering services as the District Engineer for the Westridge CDD that we also helped establish. Our services have included a Southwest Florida Water Management District (SWFWMD) annual stormwater compliance inspection for the ponds, new plans for an irrigation meter and backflow to serve a portion of the community not currently covered, an analysis of the open space areas available to build recreation facilities, a signage/stripping plan to add new four-way stops along the main community boulevard, a street parking analysis to put together a no-parking/towing map for the community, and a pavement analysis for pothole repairs.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lakeland, FL	(3) ROLE Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION <i>(City and State)</i> City Center CDD Polk County, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing
		CONSTRUCTION <i>(If applicable)</i> N.A.
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City Center CDD	b. POINT OF CONTACT NAME David McInnes	c. POINT OF CONTACT TELEPHONE NUMBER 321.263.0132
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Kimley-Horn is providing professional services as the District Engineer for the City Center CDD that we also helped establish. Our services include engineering services on a continuing basis for planning and preparing reports and plans; surveying designs and specifications; construction administration for water management facilities; water, wastewater, and irrigation facilities; bridges and/or culverts; roadways, landscaping, conservation, and mitigation areas; and other public improvements and community facilities. In addition, we have completed a pavement study for pavement repairs and a roadway signage/stripping analysis with recommendations to alleviate traffic problems.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Kimley-Horn and Associates, Inc.	Lakeland, FL	Civil Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION <i>(City and State)</i> Highland Meadows CDD II Haines City, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing
		CONSTRUCTION <i>(If applicable)</i> N.A.
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Highland Meadows CDD II	b. POINT OF CONTACT NAME Larry Krause	c. POINT OF CONTACT TELEPHONE NUMBER 813.565.4663
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Kimley-Horn is providing professional engineering services as the District Engineer for Highland Meadows II CDD. Our services include a site inspection of a pond and neighboring home experiencing erosion problems with recommended solutions, plan exhibits for community fence repairs with plans to replace property fences with permanent walls, a street parking analysis to put together a no-parking/towing map for the community, inspection and recommended repairs for a busted stormwater pipe that created a hole in a homeowner's front yard, street sign analysis to identify signs needing to be repaired, community annual report (to identify CDD owned items needing repairs, and a review of construction completion of a 2019 Capital Improvement Plan in order to reallocate the remaining budget to other CDD projects.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Kimley-Horn and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Lakeland, FL	(3) ROLE Civil Engineer
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

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H. ADDITIONAL INFORMATION

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

N.A.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

4/15/2024

33. NAME AND TITLE

Mark Wilson, P.E., Senior Vice President

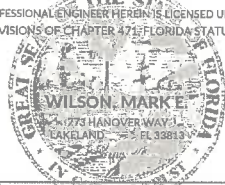
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Licenses

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



WILSON, MARK E.
273 HANOVER WAY
LAKELAND, FL 33813


LICENSE NUMBER: PE97615
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES




MILLS, RICHARD EUGENE
550 E. BEACHTREE ST
UNIT 515
LAKELAND, FL 33801

LICENSE NUMBER: PE29017
EXPIRATION DATE: FEBRUARY 28, 2025
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THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

9:12:14 AM 2/26/2024

ONLINE SERVICES

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- [File a Complaint](#)
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- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

Licensee Information

Name:	KIMLEY-HORN & ASSOCIATES, INC. (Primary Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE
License Mailing:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH NC 27601
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	696
Status:	Current
Licensure Date:	05/10/1977
Expires:	

Special Qualifications

Special Qualifications	Qualification Effective

Alternate Names

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[View Related License Information](#)
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E-Verify

Kimley-Horn and Associates, Inc Profile ACTIVE

Company Information

Company Name

Kimley-Horn and Associates, Inc

Doing Business As (DBA) Name

Company ID

412062

Enrollment Date

May 02, 2011

Employer Identification Number (EIN)

560885615

Unique Entity Identifier (UEI)

DS7JWCWDLQU7

DUNS Number

061099131

Total Number of Employees

5,000 to 9,999

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

Certificate of Good Standing**IN THE PROCESS OF RENEWING THIS CERTIFICATE***State of Florida
Department of State*

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.


The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-second day of
February, 2023*




Secretary of State

Tracking Number: 9937240518CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola		
	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):	
E-MAIL ADDRESS: greylingcerts@greyling.com			
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins Co of Pittsburg		19445
	INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
	INSURER C : New Hampshire Insurance Company		23841
	INSURER D : Lloyd's of London		085202
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5268169	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA4489663 (AOS) CA2970071 (MA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		03127930	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC015893685 (AOS) WC015893686 (CA)	04/01/2023 04/01/2023	04/01/2024 04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		B0146LDUSA2304949	04/01/2023	04/01/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

CERTIFICATE HOLDER

CANCELLATION

Sample Certificate	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>D.H. Collins</i></p>
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CONSULTANT'S PAST PERFORMANCE



2

2. CONSULTANT'S PAST PERFORMANCE

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

Kimley-Horn provides development planning and landscape architectural services for a wide variety of public and private clients throughout Florida and the United States. Throughout our 57-year history, we have served numerous local governments in Florida and are proud of the role we play in shaping the development, and in many cases, the redevelopment of Florida's communities. A hallmark of our services to clients is our ability to provide a full range of services for a multitude of community planning and public infrastructure improvements. Our multi-disciplined teams can take your projects from inception through implementation — all while keeping your initial goals for your projects at the forefront of each step of the process.

A few examples of our range of services include:

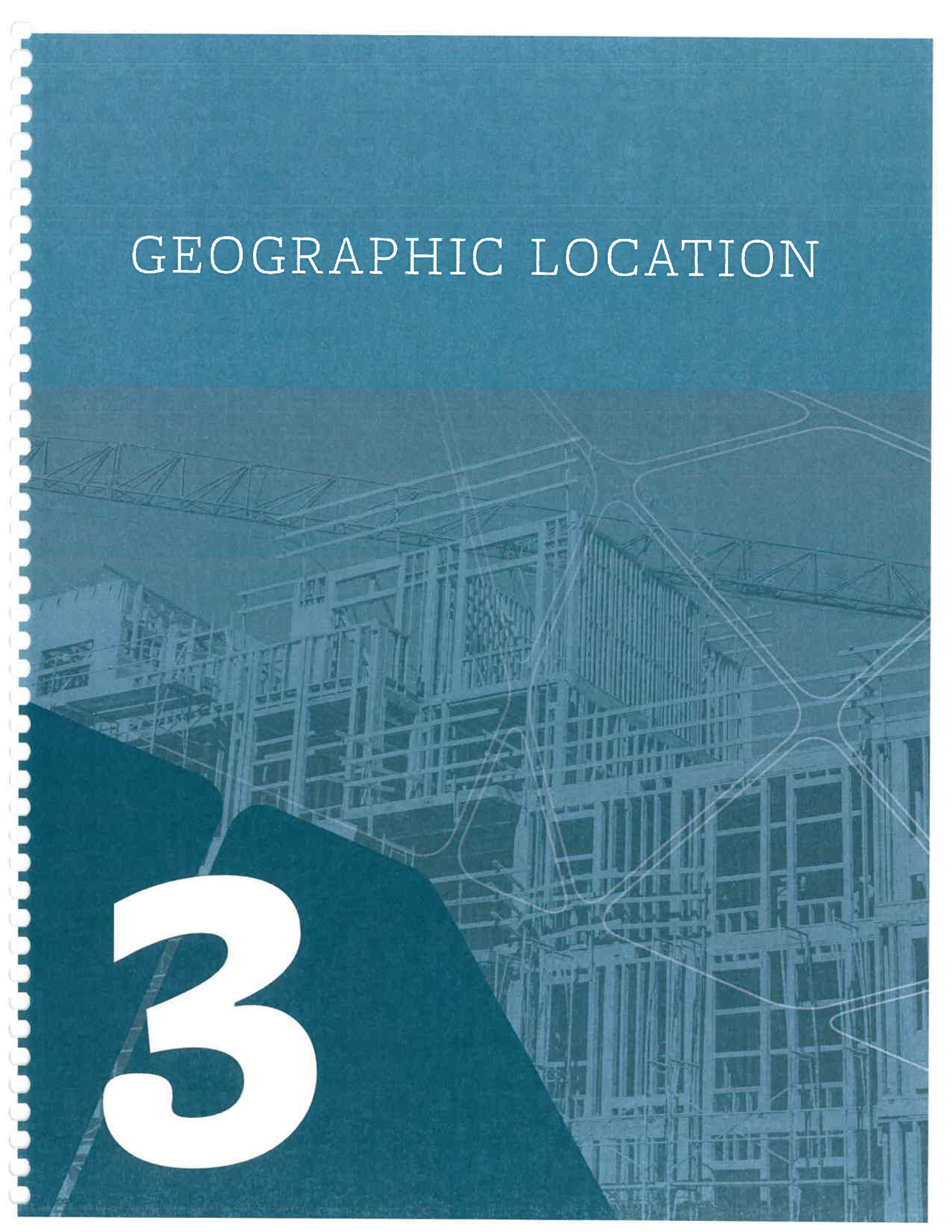
- » Helping new communities develop their first comprehensive plan
- » Assisting several communities with their evaluation and appraisal reports and related comprehensive plan amendments
- » Helping initiate regional activity centers and transportation concurrency exception areas
- » Teaming with developers and communities to develop design guidelines for specific projects
- » Site plan review, traffic, and other concurrency reviews
- » Engaging the public in design/visioning workshops and charrettes
- » Performing traffic studies and transportation planning including a transit-oriented design feasibility study, transportation master plans, transportation concurrency management database, and multiple parking and downtown parking garage studies

Community Development Districts Kimley-Horn has serviced in Florida:

- » Arbor Greene CDD – Tampa, FL
- » Bay Laurel Center CDD – Ocala, FL
- » Bayi CDD – Ocala, FL
- » Beacon Lakes CDD – Miami, FL
- » Blackburn CDD – Sarasota, FL
- » Blackburn Creek CDD – Sarasota, FL
- » Boca Royale CDD – Sarasota, FL
- » Bonnet Creek CDD – Winter Park, FL
- » Boynton Village CDD – Boynton Beach, FL
- » Central Parc CDD – Sarasota, FL
- » City Center CDD – Lake Mary, FL
- » Coastal Lake CDD – Panama City Beach, FL
- » Coastal Lake CDD – Walton, FL
- » Cottages Silver Oaks CDD – Zephyrhills, FL
- » Cross Creek CDD – Bradenton, FL
- » Fox Branch Ranch CDD – Lakeland, FL
- » Greyhawk Landing CDD – Manatee County, FL
- » Grove Resort CDD – Winter Garden, FL
- » Hawthorne Mill CDD – Lakeland, FL
- » Highlands CDD – Hillsborough County, FL
- » Highland Meadows II CDD – Haines City, FL
- » Kenmare at Lake Annie CDD – Dundee, FL
- » Lakewood Ranch CDD – Sarasota, FL
- » Legends Bay CDD – Sarasota, FL
- » Manatee River CDD – Bradenton, FL
- » Mayfair CDD – Lake Wales, FL
- » Miami Worldcenter CDD – Miami, FL
- » Midtown Miami CDD – Miami, FL
- » Mills & Nebraska CDD – Orlando, FL
- » Mills Park CDD – Orlando, FL
- » Oakmont Grove CDD – Polk County, FL
- » Parkland Preserve CDD – St. Augustine, FL
- » Premium Point CDD – St. Augustine, FL
- » Reserve CDD – Port St. Lucie, FL
- » River Road at Center Road CDD – Sarasota, FL
- » Rivington CDD – Debarry, FL
- » Sarasota National CDD – Sarasota, FL
- » Stoneybrook at Venice CDD – Sarasota, FL
- » Stuart Crossings CDD – Bartow, FL
- » Sumter Landing CDD – The Villages, FL
- » Sumter Landing CDD – The Villages, FL
- » Tara CDD – Bradenton, FL
- » The District CDD – Jacksonville, FL
- » The Villages CDD – The Villages, FL
- » Venetian CDD – Sarasota, FL
- » Veranda CDD – Port St. Lucie, FL
- » Victor Posner City Center CDD – Polk County, FL
- » Village Center CDD – The Villages, FL
- » Waterlefe CDD – Sarasota, FL
- » Westridge CDD – Polk County, FL

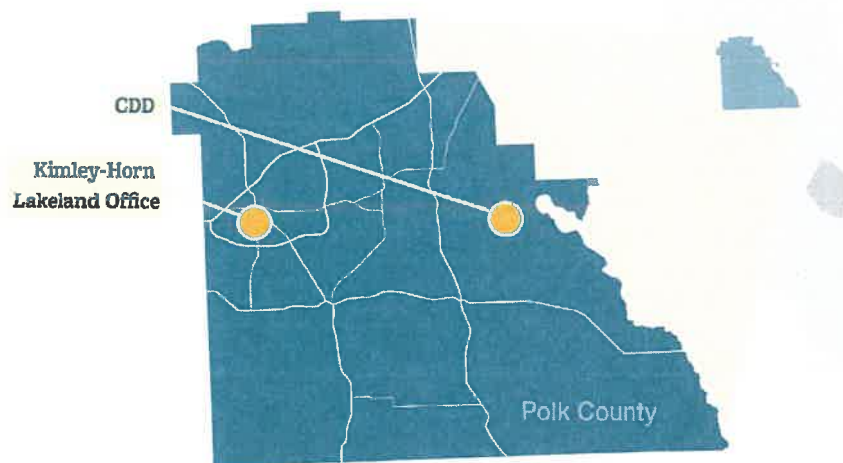
GEOGRAPHIC LOCATION

3



3. GEOGRAPHIC LOCATION

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



We know that a strong commitment to client satisfaction must be the foundation of our service to you. Because our office is very close to you and we have a large, highly qualified staff, we can respond quickly to your questions and concerns. We will be available to you on short notice to help you with whatever engineering challenges you may encounter.

We will be serving you from our **Kimley-Horn Polk County Office.**

109 South Kentucky Avenue
Lakeland, FL 33801
(863) 701-8702

Kimley-Horn's Corporate Headquarters are located at:

One Bank of America Plaza
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
919.677.2000

Our experts throughout the state and across the country are also available for support to ensure timely completion and fulfillment of project goals. In Florida alone, we have **more than 20 offices and more than 1,350 employees.**

WILLINGNESS TO MEET
TIME AND BUDGET
REQUIREMENTS

4

4. WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

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

Kimley-Horn has a proven record of performing on time and within budget. The key to our success is managing the right resources at the right time. We emphasize project management using bimonthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule. In addition, Kimley-Horn often schedules bimonthly telephone progress meetings with our clients to communicate progress to date and the next steps to be taken.

Frequent communication and clear definition of the responsibilities of team members are critical elements in maintaining schedules. With that in mind, our project-specific work plan identifies critical project milestones and deliverable dates. We then will actively manage our team resources to meet the agreed-upon schedules and keep your project on track.

To monitor our staff workload, Kimley-Horn employs an intensive forecasting technique known as our "castaheads" process. This effort involves assessing our project milestones and staff loading on a weekly, monthly, and six-month basis, drilling down to the project team level. Individual staff member loading is assessed to the person level in the one-week and one-month time frames and the operating unit level in the six-month time frame. A database is used to track all project commitments/milestones and staff commitments firmwide. Using this intensive process, we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. By having a clear picture of staff workload at all times, Kimley-Horn will be optimally positioned to meet the Districts's expectations on this project.

The castaheads process provides the following benefits:

- » Enables us to better serve our clients and meet their deadlines
- » Provides flexibility to ramp production resources up or down as project demands fluctuate
- » Facilitates teamwork through a one-profit center approach
- » Keeps our people productive and our firm stable

CERTIFIED MINORITY
BUSINESS
ENTERPRISE

5

5. CERTIFIED MINORITY BUSINESS ENTERPRISE

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

Kimley-Horn is not a minority business enterprise. However, our firm is committed to providing opportunities for Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) firms. Utilization of Minority/Women Business Enterprises as part of our contracts is a matter of corporate philosophy at Kimley-Horn. We seek to involve minority subconsultants in meaningful roles. Moreover, when clients have established specific goals for minority involvement, we have typically met or exceeded them. Our performance in using minority firms over the past five years is as follows:

YEAR	TOTAL PAID	NUMBER OF FIRMS
12/2023	\$93,968,531	769
12/2022	\$71,128,667	716
12/2021	\$54,676,564	608
12/2020	\$54,558,474	553
12/2019	\$41,548,801	364

RECENT, CURRENT AND PROJECTED WORKLOADS



6

6. RECENT, CURRENT AND PROJECTED WORKLOADS

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

Meeting your schedule for deliverables is not just a goal to us—it is a mandate. Kimley-Horn has a track record of successfully completing projects on or ahead of schedule and within or below budget. This success is due, in part, to each project's schedule and budget being aggressively communicated to the project team by the project manager. We work with staff to identify key targets and milestones early on to help establish clear direction and an understanding of project deliverables. We take pride in evaluating any unanticipated obstacles and making informed recommendations to overcome them before they impact the project's schedule and budget.

In addition to our proactive communication, Kimley-Horn uses a “work plan” tool for organizing individual project tasks by phase and discipline. The anticipated labor effort is then summarized in a matrix that forms the basis for establishing and tracking the project budget. We track the budget on a percent complete basis in order to measure performance during each accounting report period.

We will include critical decision-making points in our work plans so that the project team and the District can agree upon the best course of action to keep the project on track. There always will be unexpected challenges unique to any given project; it is critical that an approach be developed that controls what can be controlled and builds in mechanisms for dealing with the unexpected.

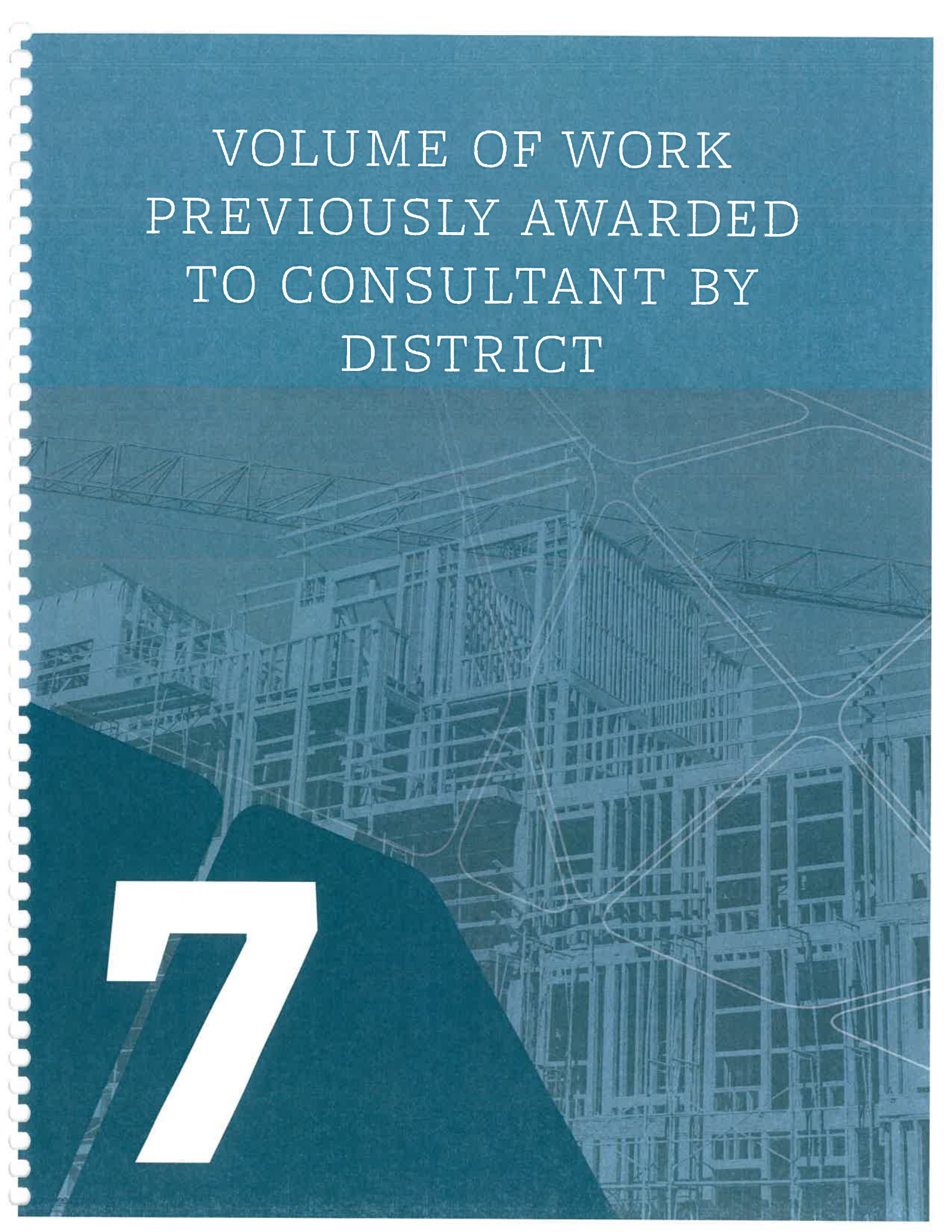
One of the ways Kimley-Horn ensures the proper resources are dedicated to specific projects is through the use of a proactive, proprietary management system known as “castaheads.” Castaheads detail every project's personnel needs, staff availability, and ensure that the project team is committed to complete the various assignments. Internal production meetings are held weekly to enable staff, task managers, and project managers to stay up to date regarding current and projected workloads. Weekly regional production meetings are also held to assess the availability and distribution of resources among Florida's Kimley-Horn offices.



We know the importance of meeting our clients' deadlines and proactively take the necessary steps that enable us to confidently commit to meeting yours. The cast-ahead system is used by our project managers to define specific staffing needs for the upcoming month and for the next six months. The objective is to balance the workload in a manner that maximizes the utilization of production staff while ensuring that all project requirements and client deadlines are met. With our depth of staff and ability to activate resources from other offices, we can ensure our services are completed within the published schedule and budget.

VOLUME OF WORK
PREVIOUSLY AWARDED
TO CONSULTANT BY
DISTRICT

7



7. VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY DISTRICT

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

Kimley-Horn has not been awarded any projects by the District.

Each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

Mark Wilson, P.E., will be handling District meetings, construction services, and other engineering tasks.



SECTION VIII

SECTION C

SECTION 1



April 19, 2024

Samantha Ham – Recording Secretary
Water Tank Road CDD
219 E. Livingston Street
Orlando, Florida 32801-1508



RE: Water Tank Road Community Development District Registered Voters

Dear Ms. Ham,

In response to your request, there are currently **no** voters within the Water Tank Road Community Development District as of **April 15, 2024**.

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

Sincerely,

A handwritten signature in blue ink that reads "Lori Edwards".

Lori Edwards
Supervisor of Elections
Polk County, Florida