Ridgecrest Community Development District

Meeting Agenda

January 8, 2025

AGENDA

Ridgecrest Community Development District

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

January 1, 2025

Board of Supervisors Meeting Ridgecrest Community Development District

Dear Board Members:

A Board Meeting of the Board of Supervisors of the Ridgecrest Community Development District will be held on Wednesday, January 8, 2025 at 2:15 PM at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.

Zoom Video Link: <u>https://us06web.zoom.us/j/86716309471</u> Call-In Information: 1-646-876-9923 Meeting ID: 867 1630 9471

Following is the advance agenda for the meeting:

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 Cody Hatmaker (Seat #3) & Karen Ritchie (Seat #4) (Elected/Appointed at November 4, 2024 Board Meeting)
- 4. Approval of Minutes of the November 4, 2024 Organizational Meeting & November 4, 2024 Landowners' Meeting
- 5. Public Hearings
 - A. Public Hearing on the Imposition of Special Assessments
 - i. Presentation of Engineer's Report
 - ii. Presentation of Master Assessment Methodology
 - iii. Consideration of Resolution 2025-33 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

¹ Comments will be limited to three (3) minutes

- i. Consideration of Resolution 2025-34 Expressing the District's Intent to Utilize the Uniform Method of Collection
- C. Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget
 - i. Consideration of Resolution 2025-35 Adopting the District's Fiscal Year 2024/2025 Budget and Appropriating Funds
- D. Public Hearing on the Adoption of District Rules of Procedure
 - i. Consideration of Resolution 2025-36 Adopting Rules of Procedure for the District
- 6. Review and Ranking of Proposals for District Engineering Services and Selection of District Engineer
 - A. Hunter Engineering, Inc.
 - B. Graef Engineering
- 7. Consideration of Resolution 2025-37 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
- 8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

MINUTES

MINUTES OF MEETING RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

The Landowners' meeting and election of the Board of Supervisors of the Ridgecrest Community Development District was held **Monday**, **November 4, 2024** at 11:00 a.m. at 4900 Dundee Road, Winter Haven, Florida.

Present were:

Brent Elliott Timothy Todd Halsey Carson Jill Burns Lauren Gentry Bryan Hunter

FIRST ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Ms. Burns noted that on behalf of Ridgecrest of Lake Wales, LLC Brent Elliott was present and that the entity owns 311.36 acres within the community, authorizing Brent Elliott to cast up to 312 votes for each of the 5 seats up for election.

SECOND ORDER OF BUSNESS Call to Order

Ms. Burns called the meeting to order.

THIRD ORDER OF BUSINESS

Election of Chairman for the Purpose of Conducting the Landowners' Meeting

Ms. Burns was elected as Chairperson to run the Landowners' election meeting.

FOURTH ORDER OF BUSINESS Nominations for the Position of Supervisor

Brent Elliott nominated Brent Elliott, Halsey Carson, Cody Hatmaker, Karen Ritchie, and Timothy Todd to serve on as Supervisors.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Brent Elliott cast 312 votes for Brent Elliott, 312 votes for Halsey Carson, 300 votes for Cody Hatmaker, 300 votes for Karen Ritchie, and 300 votes for Timothy Todd.

SIXTH ORDER OF BUSINESS Ballot Tabulation

Brent Elliott and Halsey Carson will serve 4-year terms. Cody Hatmaker, Karen Ritchie, and Timothy Todd will serve 2-year terms.

SEVENTH ORDER OF BUSINESS

Landowner's Questions and Comments

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Ms. Burns adjourned the meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Adjournment

MINUTES OF MEETING RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

The Organizational meeting of the Board of Supervisors of the Ridgecrest Community Development District was held **Monday**, **November 4, 2024** at 11:06 a.m. at 4900 Dundee Road, Winter Haven, Florida.

Present and constituting a quorum:

Brent Elliott Halsey Carson Timothy Todd Chairman Vice Chairman Assistant Secretary

Also present were:

| Jill Burns | District Manager, GMS |
|---------------|---|
| Lauren Gentry | District Counsel, Kilinski Van Wyk |
| Bryan Hunter | Interim District Engineer, Hunter Engineering |

FIRST ORDER OF BUSINESS

Introduction

A. Call to Order

Ms. Burns called the meeting to order at 11:06 a.m. and called roll. Three Board members were present constituting a quorum.

B. Public Comment Period

There were no members of the public present for the meeting, just staff.

SECOND ORDER OF BUSNESS

Organizational Matters

- A. Confirmation of Notice of Meeting
- **B.** Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190
- **C.** Administration of Oaths of Office to Newly Elected Board Members Ms. Burns administered the Oath of Office to Brent Elliott, Halsey Carson and Timothy

Todd.

D. Election of Officers

1. Consideration of Resolution 2025-01 Electing Officers

Ms. Burns noted Resolution 2025-01 appoints Brent Elliott as Chairman and Halsey Carson as Vice Chair, the other three Supervisors will be Assistant Secretaries along with George Flint, and Jill Burns will be Secretary.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-01 Electing Officers as slated above, was approved.

2. Consideration of Resolution 2025-02 Appointing Treasurer and Assistant Treasurers

Ms. Burns stated Resolution 2025-02 appoints George Flint, Katie Costa, and Darrin

Mossing, Sr. at GMS as those officers which authorizes them to sign checks on behalf of the District.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-02 Appointing George Flint, Katie Costa, and Darrin Mossing, Sr. as Treasurer and Assistant Treasures, was approved.

3. Consideration of Resolution 2025-03 Canvassing and Certifying the Results of the Landowners' Election

Ms. Burns noted the results will be filled in from the landowner's election that was held

prior to the start of this meeting with the votes cast for each of the five Supervisors.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-03 Canvassing and Certifying the Results of the Landowner's Election, was approved.

THIRD ORDER OF BUSINESS

Consent Agenda

- A. Consideration of Contract for District Management Services
 - 1. Consideration of Resolution 2025-04 Appointing District Manager GMS
- **B.** Consideration of Contract for District Counsel Services
 - 1. Consideration of Resolution 2025-05 Appointing District Counsel KVW
- C. Consideration of Resolution 2025-06 Selection of Registered Agent and Office
- D. Consideration of Resolution 2025-07 Appointing Interim District Engineer
- E. Consideration of Interim District Engineering Agreement
- F. Request Authorization to Issue RFQ for Engineering Services

- G. Consideration of Resolution 2025-08 Designating a Qualified Public Depository
- H. Consideration of Resolution 2025-09 Authorization of Bank Account Signatories
- I. Consideration of Resolution 2025-10 Relating to Defense of Board Members
- J. Consideration of Resolution 2025-11 Authorizing District Counsel to Record in the Property Records of Polk County the "Notice of Establishment" in accordance with Chapter 190.0485, Florida Statutes
- K. Consideration of Resolution 2025-12 Adopting Investment Guidelines
- L. Consideration of Resolution 2025-13 Authorizing Execution of Public Depositor Report
- M. Consideration of Resolution 2025-14 Designating a Policy for Public Comment
- N. Consideration of Resolution 2025-15 Adopting a Travel and Reimbursement Policy
- O. Consideration of Resolution 2025-16 Adopting a Prompt Payment Policy
- P. Consideration of Resolution 2025-17 Adopting a Records Retention Policy
- Q. Consideration of Compensation to Board Members
- **R.** Consideration of Resolution 2025-18 Selecting District Records Office Within Polk County will be this office 4900 Dundee Rd.
- S. Consideration of Resolution 2025-19 Designating the Primary Administrative Office will be Jills office in Orlando but the Principal Headquarters of the District will be this office 4900 Dundee Rd.
- T. Consideration of Website Services Agreement
- U. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date for Polk County
- V. Consideration of Resolution 2025-20 Authorizing the Disbursement of Funds
- W. Consideration of Resolution 2025-21 Granting the Chairperson and Vice Chairperson the Authority to Execute Plats and Documents Related to the Development of the District's Improvements
- X. Consideration of Resolution 2025-22 Direct Purchase Resolution
- Y. Consideration of Resolution 2025-23 Authorizing the Use of Electronic Documents and Signatures
- Z. Consideration of Resolution 2025-24 Adopting an Internal Controls Policy

AA. Adopting Goals and Objectives for the District

Ms. Burns asked for a motion to approve items A-Z and AA.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Items A-Z and AA, were approved.

FOURTH ORDER OF BUSINESS

New Business

A. Consideration of Resolution 2025-25 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2025 Meetings

Ms. Burns stated the meetings will be held the second Wednesday of each month at the

Holiday Inn at 2:15 p.m. which follows in line with the rest of their meetings.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-25 Designation of a Regular Monthly Meeting Date, Time, and Location for FY25 Meetings, was approved.

- **B.** Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes
 - 1. Consideration of Resolution 2025-26 Setting a Public Hearing to Consider the Proposed Rules of the District

a. Rules of Procedure

Ms. Burns stated Resolution 2025-26 sets the public hearing for January 8, 2025 at 2:15

p.m. to consider the proposed rules.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-26 Setting a Public Hearing for January 8, 2025 to Consider Proposed Rules of the District, was approved.

- C. Designation of Date of Public Hearing on the Budget for Fiscal Year 2024/2025
 - 1. Consideration of Resolution 2025-27 Setting the Public Hearing and Approving the Proposed Fiscal Year 2024/2025 Budget

Ms. Burns noted the date of this resolution will be updated to January 8, 2025. Expenses

will only be billed as incurred.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-27 Setting a Public Hearing and Approving the Proposed Fiscal Year 2024-2025 Budget, was approved.

2. Approval of Fiscal Year 2024/2025 Developer Funding Agreement

Ms. Burns noted this is with Ridgecrest of Lakeway, LLC. That entity will fund the operations and maintenance of the District based on the budget that the Board adopts.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Fiscal Year 2024/2025 Developer Funding Agreement, was approved.

D. Consideration of Resolution 2025-28 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 suggested January 8, 2025 at 2:15 p.m. at the Holiday Inn for this public

hearing.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-28 Setting January 8, 2025 for Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments, was approved.

FIFTH ORDER OF BUSINESS

Capital Improvements

A. Appointing a Financing Team

1. Consideration of Resolution 2025-29 Appointing Bond Counsel

Ms. Burns noted Resolution 2025-29 appoints Greenberg Traurig as bond counsel for the

District.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-29 Appointing Greenberg Traurig as Bond Bounsel, was approved.

2. Consideration of Resolution 2025-30 Appointing Investment Banker

Ms. Burns stated Resolution 2025-30 appoints FMS as the investment banker and underwriter.

On MOTION by Mr. Elliott seconded by Mr. Carson, with all in favor, Resolution 2025-30 Appointing FMS as the Investment Banker, was approved.

3. Assessment Administrator

Ms. Burns noted the fees contemplated in the GMS agreement are already approved but looking for a motion to appoint GMS.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Appointment of GMS as Assessment Administrator, was approved.

4. Trustee

Ms. Burns stated there is an agreement from US Bank in the agenda package.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, US Bank as Trustee, was approved.

B. Approval of Financing Team Funding Agreement

Ms. Burns stated the financing team funding agreement is with Ridgecrest of Lake Wales,

LLC.

On MOTION by Mr. Elliott, seconded by Mr. Carson with all in favor, the Financing Team Funding Agreement with Ridgecrest of Lake Wales, LLC, was approved.

SIXTH ORDER OF BUSINESS

Financing Matters

A. Consideration of Engineer's Report

Mr. Hunter stated the purpose of the Engineer's Report is to describe the public infrastructure that is necessary to construct all of the phases of the residential development within the District and provide the engineering support to fund these improvements. The report provides a summary of the probable cost for all three phases of the public infrastructure in exhibit 8. It describes the location, size, land use zoning, proposed lot count of all of the development in the District along with descriptions of anticipated capital improvements. The capital improvements include stormwater management facilities, public roadways, water and wastewater facilities, off site roadways, parks, amenities, electrical lighting facilities, landscaping, irrigation and entry features. It provides a summary and status of the required agency permits. The date of the report was October 9, 2024. There have been some updates to the status of the permits. They received approval from the City of Lake Wales for a site development plan and the FDEP permit for the wastewater collection system. Still pending is the Department of Health permit for the potable water system. The Engineer's Report concludes the proposed public infrastructure elements are

reasonable and beneficial and the associated cost estimates as provided in exhibit 8 for the public infrastructures are reasonable as well.

On MOTION by Mr. Elliott, seconded by Ms. Carson, with all in favor, the Engineer's Report, was approved.

B. Consideration of Master Assessment Methodology

Ms. Burns reviewed the methodology allocates the debt to properties based on the benefits that each receive from the Districts Capital Improvement Plan. This report will be supplemented with one or more Supplemental Methodologies at the time of issuance of each series of funds. Table 1 is the development plan with 202 townhomes and 818 single family homes for a total of 1,020 residential units. The townhome is assigned an ERU of 0.75, single family ERU of 1.0. Table 2 shows the infrastructure cost estimates. Total cost estimate is \$55,967,000. Table 3 shows an estimated bond sizing of \$73,335,000. Table 4 shows allocation of benefit and debt to each of the product types. The par debt per unit is on Table 5 so would be the most amount of debt that they would issue on each of the product types. Table 6 shows net and gross annual debt assessment per unit. The gross annual debt assessment when collected on the Polk County tax bill includes the collection fees for early payment discounts and collection cost would be \$4,671 on the townhomes and \$6,228 on the single family. Table 7 is the preliminary assessment roll. There is one landowner – Ridgecrest of Lake Wales, LLC which owns 311.36 acres.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the Master Assessment Methodology, was approved.

C. Consideration of Resolution 2025-31 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings

Ms. Bligh presented Resolution 2025-31 which is the first step in the bond issuance process. It authorizes the issuance of NTE \$73,335.000 in aggregate principal amount of bonds for the District. She will come back to the Board with a Delegation Resolution. She reviewed the sections of the resolution.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-31 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation proceedings, was approved.

D. Consideration of Resolution 2025-32 Declaring Special Assessments and Setting a Public Hearing on Special Assessments

Ms. Burns presented Resolution 2025-32 setting the public hearing for January 8, 2025 at

2:15 p.m. at the Holiday Inn. Ms. Bligh noted the gaps in Section IV and V will be filled in with

the numbers from the Engineer's Report and the Assessment Methodology that were just approved.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Resolution 2025-32 Declaring Special Assessments and Setting a Public Hearing for January 8, 2025 at 2:15 p.m. on Special Assessments, was approved.

SEVENTH ORDER OF BUSINESS

A. Ratification of Funding Request No. 1

Ms. Burns noted Funding Request No. 1 is for the initial amount to open the accounts, to

Other Business

get the District some insurance, and pay for all of the adds that were just approved.

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, Funding Request No. 1, was ratified.

B. Staff Reports

i. Attorney

a) E-Verify Memorandum

Ms. Bligh noted this is a memo that describes the E-Verify requirements for vendors that the District does business with.

ii. Manager

Ms. Burns had nothing further to report.

C. Supervisors Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Elliott, seconded by Mr. Carson, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

SECTION 1



RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT OF CAPITAL IMPROVEMENTS

Prepared For

BOARD OF SUPERVISORS RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Hunter Engineering, Inc. 4900 Dundee Road Winter Haven, FL 33884 863-676-7770

October 9, 2024

Bryan Hunter, P.E. FL Registration No. 53168 FL CA No. 8394

RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

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LIST OF EXHIBITS

| EXHIBIT 1 | - District Boundary / Location Map |
|-----------------------|------------------------------------|
| EXHIBIT 2 (Composite) | - Legal Description of Boundary |
| EXHIBIT 3 | - Zoning Map |
| EXHIBIT 4 | - Future Land Use Map |
| EXHIBIT 5 | - Utility Location Map |
| EXHIBIT 6 | - Drainage Map |
| EXHIBIT 7 | - Summary of District Facilities |
| EXHIBIT 8 | - Summary of Probable Costs |
| | |

ENGINEER'S REPORT RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

I. INTRODUCTION

The Ridgecrest Community Development District (the "District" or the "CDD") is generally located east of US Hwy 27 and north of Hunt Brothers Rd, within the city limits of Lake Wales, Florida (the "City"). The District currently contains approximately 311.36 acres and is expected to consist of 1,020 single family lots, recreational areas, and associated infrastructure. The CDD was established by City Ordinance No. 2021-17, which was approved by the City Commission on August 6, 2024.

II. PURPOSE AND SCOPE

The purpose of this report is to provide engineering support to fund improvements in the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct and/or acquire, operate, and maintain specific portions of the proposed public infrastructure. Any capital financing not funded by bonds will be funded by the developer. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this report.

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 public improvements. We have considered, and in specific instances have relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

III. THE DEVELOPMENT

The Development will consist of 818 single family (detached) lots, 202 townhome lots, and associated infrastructure ("Development"). The Development is a planned residential community generally located on the east side of US Hwy 27 and on the north side of Hunt Brothers Road within the city limits of Lake Wales. The property has Future Land Use designation of LDR (Low Density Residential) and a zoning designation of R-1A. An Opinion of Costs for the development of the entire project is provided in Exhibit 8 of this report.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the Development. The primary portions of the CIP will entail stormwater pond construction, onsite roadways built to an "urban" typical section, water, sewer & reuse facilities, recreational facilities, landscaping, irrigation, and off-site roadway improvements (including turn lane improvements along US Highway 27 and at the intersection of Hwy 60 and 1st Street, as well as a new traffic signal at the Development's main entrance on US Highway 27).

The CIP also includes stormwater related structures and conveyance pipes which will discharge into the on-site retention ponds. These structures and pond areas comprise the overall stormwater management system. Installation of the water and reuse distribution systems as well as the wastewater collection system will occur as required. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with an electric service provider for the street light poles and lighting service. Only the differential cost of undergrounding of wire in the public right-of-way or on District land is included.

As a part of the recreational component of the CIP, an amenity center and other public parks will be constructed within the Development. The public parks and amenity center will be accessed by the proposed public roadways and sidewalks and will be available for use by the general public.

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. These public District improvements will be designed and constructed to conform to applicable regulatory criteria of the City, the Southwest Florida Water Management District (SWFWMD), the Florida Department of Transportation (FDOT), and other applicable agencies with regulatory jurisdiction over the Development. Any public improvements or facilities acquired by the District will be at the lesser of the actual cost of construction or the fair market value. An estimate of the probable cost of the public improvements is provided in Exhibit 8 of this report.

This report and the CIP included herein, reflect the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications, if any, are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to this report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the public improvements.

Implementation of any proposed facilities or public 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 our previous experience with similar projects. Actual costs may differ from the estimates due to a wide variety of factors having the potential to affect construction costs.

All onsite roadway systems, as well as the storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds), landscaping, irrigation, signage, & recreational amenities within the Development will be owned and maintained by the District. Potable water & reuse distribution and wastewater collection systems (gravity lines, force mains, and lift stations), will upon completion, be dedicated to the City for ownership and maintenance. All offsite roadway improvements will be owned and maintained by the FDOT.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will be conveyed via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention, dry retention and effluent filtration to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the SWFWMD. There are multiple isolated surface waters within the Development that will receive stormwater discharge from the onsite stormwater ponds. On the eastern project boundary, portions of the proposed stormwater management system will also discharge to Lake Belle and Tractor Lake, both of which extend offsite.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0565H and 12105C-0730G demonstrate that the property is located predominantly within Flood Zone X with certain limited areas lying in Zone AE. No floodplain impacts are proposed.

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 Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP has been prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public right of ways within the Development are primarily 50 feet in width with wider sections along certain internal roadways. The roadways will primarily consist of 24 ft. wide asphalt pavement and Miami curb or Type F curb and gutter on each side. Concrete sidewalks of 5' widths are proposed on both sides on internal roadways. The proposed roadway section will consist of stabilized subgrade, lime rock base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. All roadways within the District will be open to the general public.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, which will be utilized by the residents and the public. As stated above, the District's funding of roadway construction is expected to occur for all public roadways within the Development.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and associated appurtenances will be installed for the development. The water service provider will be the City of Lake Wales. These facilities will be installed within the proposed public rights-of-ways and permanent public utility easements within the District. This water system will provide the potable (domestic) and fire protection services which will serve the lands within the District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be the City of Lake Wales. The gravity sanitary sewer mains will be 8" & 10" diameter PVC. The gravity sanitary sewer lines will be placed primarily inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. This proposed gravity sewer system will include three new public lift stations and associated force mains, which will all be owned and maintained by the City of Lake Wales.

A reuse water distribution system is also proposed and the provider will be the City of Lake Wales. The reuse water mains will primarily consist of 6" diameter PVC. The mainlines will be placed primarily inside the proposed public rights-of-ways, adjacent to the proposed paved roadways. Branching off from these mainlines will be laterals to serve the individual lots. Any water, sewer, or reuse water lines placed on private property will not be publicly funded unless included within a permanent public utility easement.

Off-Site Improvements

The District will provide funding for the anticipated offsite roadway improvements (turn lanes, drainage improvements, & signalization) at the Development's main entrance on US Hwy 27 as well as further offsite at the intersection of Highway 60 and 1st Street South (turn lane improvements). At this time, there are no finalized impact fee credits or other cost-share agreements associated with the aforementioned off-site improvements.

The site construction activities associated with the CIP are anticipated for completion in 2027. Upon completion of the improvements, inspections will occur and certifications will be obtained from the City, the SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the FDOT.

Amenities, Parks and Passive Recreational Areas

The District will provide funding for an amenity center to include parking areas, a clubhouse/cabana with restroom facilities, pool, a tot lot and other recreational features. Additional park areas and walking trails are also provided at various locations throughout the Development. All proposed recreational facilities within the Development will be made available to the general public.

Electric and Lighting

The electrical distribution system serving the Development is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding the electrical conduit,

transformer/cabinet pads, and associated manholes that are required. The District shall only fund the differential cost of undergrounding the electric system versus installing it overhead.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, and entry features will be provided by the District. The irrigation source will be the public reuse water system referenced above. Downstream irrigation systems for the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping and irrigation where provided will consist of sod, shrubs, ground cover and trees for certain common areas within the Development. These items will be funded, owned and maintained by the CDD. The CDD will not fund, own or maintain the landscaping on privately owned lots.

Required Soft Costs

The CIP additionally includes certain required fees and professional costs. Local governments and regulatory agencies impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, architecture, and other professional services are needed for the various improvements listed herein.

Miscellaneous

The capital improvements and soft costs necessary for the Development, are being financed by the District with the intention for benefiting all of the developable real property within the District. The design, permitting, construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a single-family planned development.

VI. PERMITTING

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), City of Lake Wales Site Development Permit, Polk County Health Department, Florida Department of Environmental Protection (FDEP), and the FDOT (Access & Drainage Permits). The following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

| Permits / Approvals | Approval / Expected Date |
|--|--------------------------|
| Planned Development Project (PDP) (City) | Approved |
| City Site Development Permit | Pending |
| SWFWMD ERP | Approved |
| FDOT Access & Drainage | Pending |
| Polk County Health Department Water | Pending |
| FDEP Sewer | Pending |
| ACOE | Not Applicable |

VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City, the SWFWMD, the FDOT, and other applicable agencies. It should be noted that the public infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Summary of Probable Costs* for this report are based upon proposed planned infrastructure as shown on construction drawings incorporating the required specifications found in the most current City, SWFWMD & FDOT regulations.

VIII. REPORT MODIFICATION

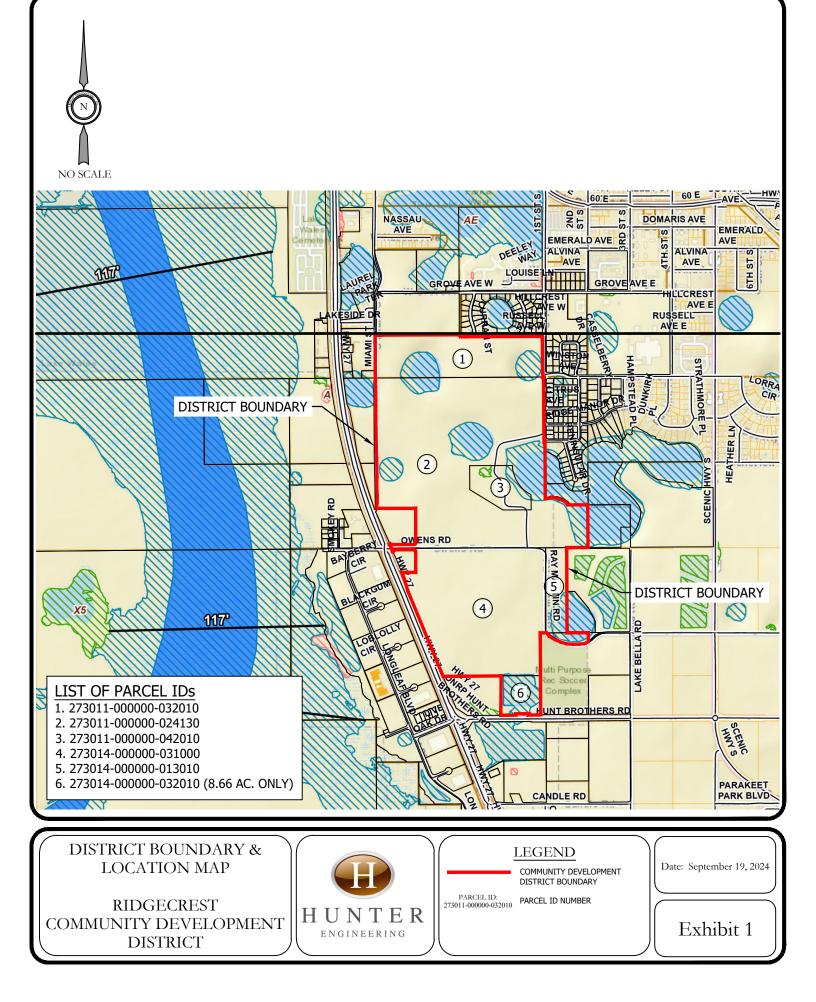
During development and implementation of the public infrastructure improvements as described herein for the District, it may be necessary to make modifications to the plans. However, if any necessary modifications do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

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 at least equal to the costs of such improvements.

The *Summary of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. 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 professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the area, which we believe to be necessary in order to facilitate accuracy associated with the *Summary of Probable Costs*. Based upon the information above, it is our professional opinion that the proposed CIP can be completed at the cost as stated.



SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THIS SKETCH IS NOT A SURVEY.

DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST AND THE NORTHEAST AND NORTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, RUN S89°45'03"W, A DISTANCE OF 2,654.55 FEET TO A POINT MARKING THE CENTER OF SECTION 14: THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (1/4) OF SECTION 14, RUN S89'30'42"W, A DISTANCE OF 85.00 FEET; THENCE RUN NO0"12'04"W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HUNT BROTHERS ROAD, BEING A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND THE POINT OF BEGINNING; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN S89"30'42"W, A DISTANCE OF 37.27 FEET; THENCE RUN S00"29'18"E, A DISTANCE OF 5.00 FEET; THENCE RUN S89"30'42"W, A DISTANCE OF 150.00 FEET; THENCE RUN NO0"29'18"W, A DISTANCE OF 20.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 200.00 FEET; THENCE RUN S00'29'18"E, A DISTANCE OF 20.00 FEET; THENCE RUN S89°30'42"W, A DISTANCE OF 235.91 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER TO LANDS DESCRIBED IN THE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF POLK. COUNTY, FLORIDA KNOWN AS OFFICIAL RECORDS BOOK 9651, PAGE 1314; THENCE, ALONG THE EASTERLY LINE OF SAID LANDS, RUN NO0°28'00"E, A DISTANCE OF 615.81 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT; THENCE, ALONG THE NORTHERLY LINE OF SAID LANDS, RUN S89°30'38"W, A DISTANCE OF 907.16 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LANDS AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY, RUN N22°22'55"W, A DISTANCE OF 1,448.28 FEET; THENCE RUN N16°40'17"W, A DISTANCE OF 201.00 FEET; THENCE RUN N22°22'55"W, A DISTANCE OF 99.98 FEET; THENCE, DEPARTING SAID SAID RIGHT-OF-WAY LINE, RUN N90°00'00"E, A DISTANCE OF 219.69 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 330.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90*00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45°00'00"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 39.27 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 293.07 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 115"14'39", AND A CHORD LENGTH OF 59.12 FEET WHICH BEARS S32°22'40"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 70.40 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE, ALONG SAID LINE, NON-TANGENT TO SAID CURVE, RUN N25"14'40"W, A DISTANCE OF 18.44 FEET; THENCE, CONTINUING ALONG THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE, RUN N22°22'55"W, A DISTANCE OF 155.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 67'37'05", AND A CHORD LENGTH OF 55.64 FEET WHICH BEARS S56'11'28"E; (SEE SHEET 2 OF 7)

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE 1 TITLE OR USE OF THE LAND 2. NO IMPROVEMENTS HAVE BEEN LOCATED. 3. NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. THIS DOCUMENT CONSISTS OF 7 PAGES NOT FULL OR COMPLETE WITHOUT ALL.

5. BEARINGS SHOWN HEREON ARE BASED ON EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, WHICH BEARS NORTH 22'22'55" WEST, ASSUMED. 6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.

SHEET 1 OF 7 SHEET 2 OF 7 FOR CONTINUATION OF DESCRIPTION.

SEE SHEET 3 THROUGH 5 OF 7 FOR SKETCH.

| SEE SHE | ETS 6 | THROUGH | 7 | OF | 7 | FOR | LINE | & | CURVE | TABLE | S |
|---------|-------|---------|---|----|---|-----|------|---|-------|-------|---|
|---------|-------|---------|---|----|---|-----|------|---|-------|-------|---|

| SKETCH OF DESCRIPTION RIDGECREST COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA | NSM | I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. |
|---|---|---|
| JOB NO.: 220250 SCALE: 1"=500" FIELD DATE: FIELD BY: PRAWN BY: EGW DRAWING FILE # 220250_RIDGECREST.DW | AMERICAN SURVEYING & APPING INC. CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM | E. GLENN TURNER, PSM #5643 DATE: |

SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

DESCRIPTION CONTINUED

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 59.01 FEET: THENCE RUN N90°00'00'E. A DISTANCE OF 345.74 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90'00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45"00"OU"E: THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE. RUN A DISTANCE OF 39.27 FEET; THENCE RUN NO0°00'00'E, A DISTANCE OF 540.00 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 607.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MIAMI STREET, A COUNTY MAINTAINED, VARIABLE WIDTH, PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWENTY (20) COURSES, (1) RUN NO0"38'22"W, A DISTANCE OF 12.57 FEET; (2) THENCE RUN NO2"51'00"E, A DISTANCE OF 82.15 FEET; (3) THENCE RUN NO0°30'23"E, A DISTANCE OF 100.02 FEET; (4) THENCE RUN N01°12'45"W, A DISTANCE OF 200.01 FEET; (5) THENCE RUN N00°30'23"E, A DISTANCE OF 100.02 FEET; (6) THENCE RUN NO0'38'22"W, A DISTANCE OF 200.00 FEET; (7) THENCE RUN NO1'47'07"W, A DISTANCE OF 100.02 FEET; (8) THENCE RUN N02°55'48"W, A DISTANCE OF 100.08 FEET; (9) THENCE RUN N00°38'22"W, A DISTANCE OF 700.00 FEET; (10) THENCE RUN NO0°03'59"W, A DISTANCE OF 100.00 FEET; (11) THENCE RUN NO1°12'45"W, A DISTANCE OF 100.00 FEET; (12) THENCE RUN N00°03'59"W, A DISTANCE OF 100.00 FEET; (13) THENCE RUN N00°38'22"W, A DISTANCE OF 100.00 FEET; (14) THENCE RUN N00°47'44"W, A DISTANCE OF 99.80 FEET; (15) THENCE RUN N01°36'28"W, A DISTANCE OF 100.04 FEET; (16) THENCE RUN NO0°27'45"W, A DISTANCE OF 100.00 FEET; (17) THENCE RUN N00°06'38"E, A DISTANCE OF 100.00 FEET; (18) THENCE RUN N00°27'45"W, A DISTANCE OF 100.00 FEET; (19) THENCE RUN N01°02'07"W, A DISTANCE OF 100.02 FEET; (20) THENCE RUN N00°27'45"W, A DISTANCE OF 82.37 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF MIAMI STREET, RUN N89°45'24"E, A DISTANCE OF 2,616.52 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RUSSEL AVENUE, A SIXTY (60) FEET WIDE PUBLIC RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, RUN S00°10'04"E, A DISTANCE OF 635.69 FEET; THENCE RUN N89°41'01"E, A DISTANCE OF 15.00 FEET; THENCE RUN S00°20'21"E, A DISTANCE OF 1,015.00 FEET; THENCE, DEPARTING THE WESTERLY RIGHT-OF-WAY OF FIRST STREET, RUN N89°41'01"E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID EAST LINE, RUN SO0"20'21"E, A DISTANCE OF 883.28 FEET; THENCE, DEPARTING SAID EAST LINE, RUN S89°52'31"E, A DISTANCE OF 11.81 FEET; THENCE RUN N77°33'45"E, A DISTANCE OF 101.90 FEET; THENCE RUN S75°47'51"E, A DISTANCE OF 115.22 FEET; THENCE RUN S63°47'25"E, A DISTANCE OF 102.05 FEET; THENCE RUN S36°41'16"E, A DISTANCE OF 59.83 FEET; THENCE RUN N89°40'45"E, A DISTANCE OF 314.14 FEET; THENCE RUN SOO"19'47"E, A DISTANCE OF 666.53 FEET; THENCE RUN S89°40'40"W, A DISTANCE OF 331.88 FEET; THENCE RUN S00°11'59"E, A DISTANCE OF 1,331.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2), OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID SOUTH LINE, RUN N89°42'52"E, A DISTANCE OF 331.85 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN SOO"11'54"E, A DISTANCE OF 140.32 FEET; THENCE RUN S59°48'12"W, A DISTANCE OF 47.25 FEET; THENCE RUN S72°30'58"W, A DISTANCE OF 30.36 FEET; THENCE RUN S85°25'03"W, A DISTANCE OF 67.27 FEET; THENCE RUN S88°53'00"W, A DISTANCE OF 100.40 FEET; THENCE RUN N87°07'11"W, A DISTANCE OF 100.02 FEET; THENCE RUN N72°54'20"W, A DISTANCE OF 100.84 FEET; THENCE RUN N65°06'44"W, A DISTANCE OF 43.18 FEET; THENCE RUN N68°16'21"W, A DISTANCE OF 56.52 FEET; THENCE RUN N59°32'52"W, A DISTANCE OF 100.32 FEET; THENCE RUN N37°53'18"W, A DISTANCE OF 66.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF AFOREMENTIONED SECTION 14; THENCE, ALONG SAID SOUTH LINE, RUN S89'42'52"W, A DISTANCE OF 96.52 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN S00"12'04"E, A DISTANCE OF 1,276.44 FEET TO THE POINT OF BEGINNING.

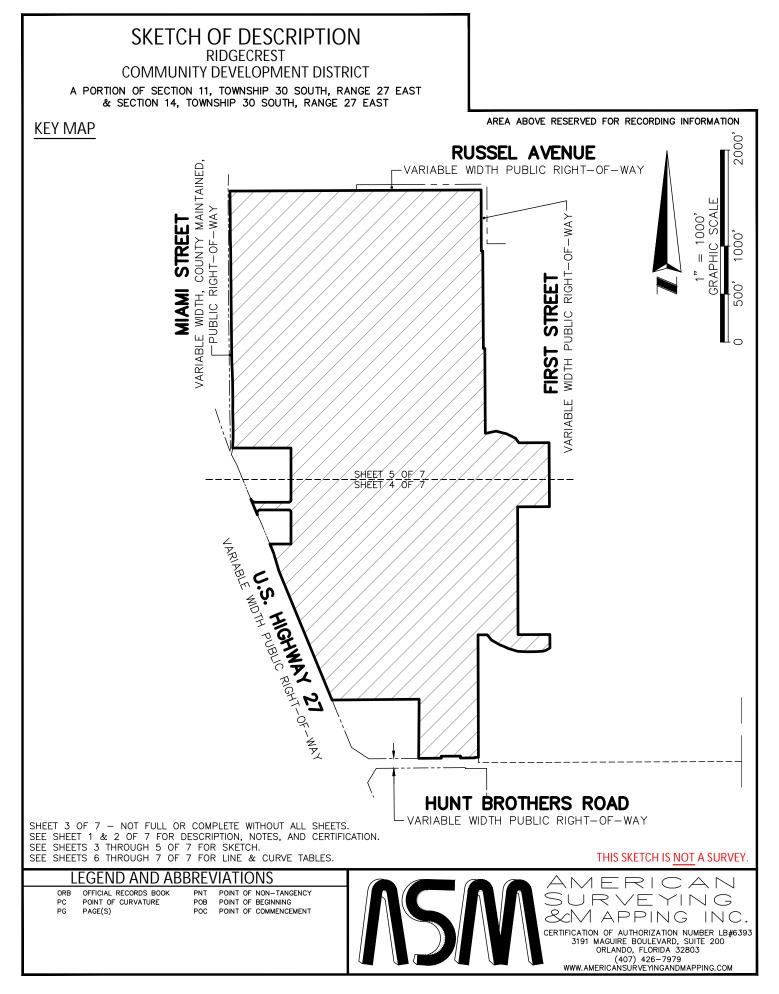
CONTAINING 13,562,947 SQUARE FEET OR 311.362 ACRES, MORE OR LESS.

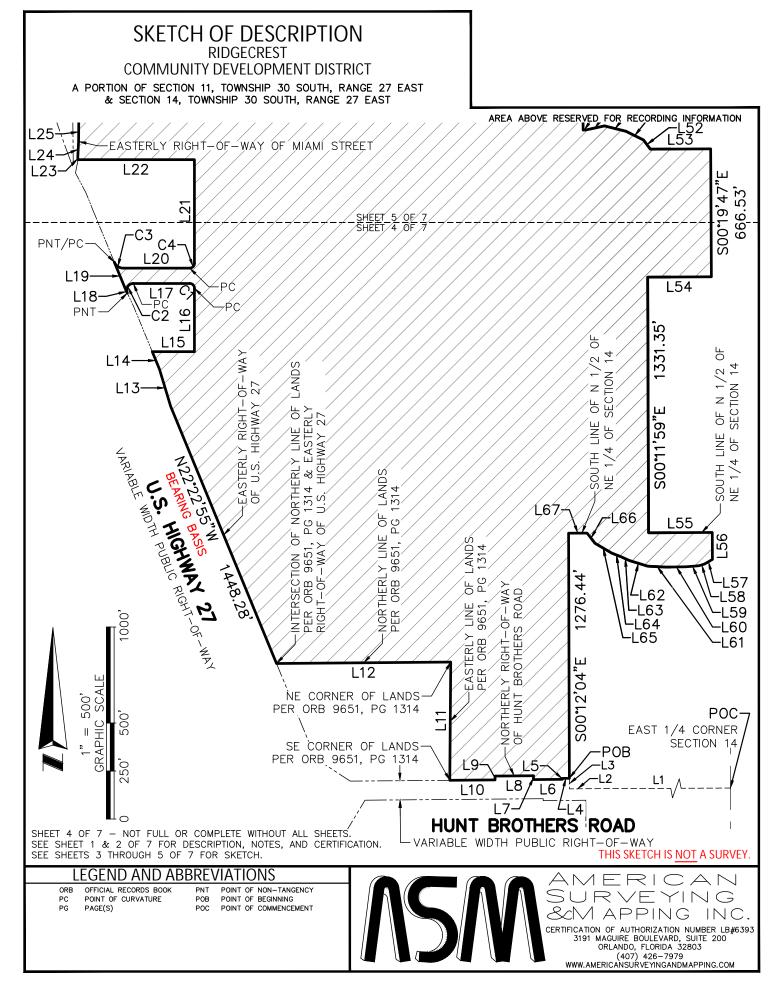
SHEET 2 OF 7 – NOT FULL OR COMPLETE WITHOUT ALL SHEETS. SEE SHEET 1 OF 7 FOR DESCRIPTION, NOTES, AND CERTIFICATION. SEE SHEETS 3 THROUGH 5 OF 7 FOR SKETCH. SEE SHEETS 6 THROUGH 7 OF 7 FOR LINE & CURVE TABLES.

LEGEND AND ABBREVIATIONS

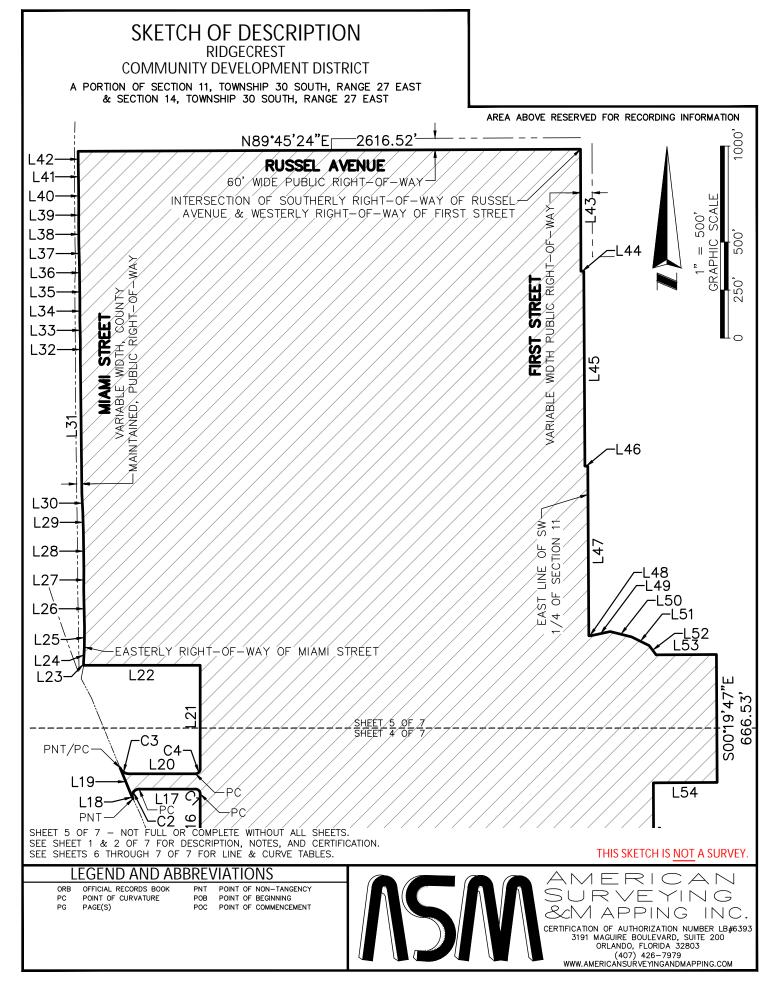
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AMERICAN SURVEYING & APPING INC. CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM





Composite Exhibit 2



Composite Exhibit 2

SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

| | LINE TABLE | | | LINE TABLE | | LINE TABLE | | | |
|------|----------------------|----------------|------|---------------------|---------|------------|-------------|----------|--|
| LINE | DIRECTION | LENGTH | LINE | LINE DIRECTION L | | LINE | DIRECTION | LENGTH | |
| L1 | S89*45'03"W | 2654.55' | L16 | N0°00'00"E | 330.00' | L31 | N0°38'22"W | 700.00' | |
| L2 | S89 * 30'42"W | 85.00' | L17 | N90°00'00"W | 293.07' | L32 | N0°03'59"W | 100.00' | |
| L3 | N00"12'04"W | 55.00 ' | L18 | N25°14'40"W | 18.44' | L33 | N1°12'45"W | 100.00' | |
| L4 | S89°30'42"W | 37.27' | L19 | N22°22'55"W | 155.96' | L34 | N0°03'59"W | 100.00' | |
| L5 | S0°29'18"E | 5.00' | L20 | N90°00'00"E | 345.74' | L35 | N0°38'22"W | 100.00' | |
| L6 | S89 ° 30'42"W | 150.00' | L21 | N0°00'00"E | 540.00' | L36 | N0°47'44"W | 99.80' | |
| L7 | N0°29'18"W | 20.00' | L22 | N90°00'00"W | 607.19' | L37 | N1°36'28"W | 100.04' | |
| L8 | S89°30'42"W | 200.00' | L23 | N0°38'22"W | 12.57' | L38 | N0°27'45"W | 100.00' | |
| L9 | S0°29'18"E | 20.00' | L24 | N2°51'00"E | 82.15' | L39 | N0°06'38"E | 100.00' | |
| L10 | S89°30'42"W | 235.91' | L25 | N0°30'23"E | 100.02' | L40 | N0°27'45"W | 100.00' | |
| L11 | N0°28'00"E | 615.81' | L26 | N1°12'45"W | 200.01' | L41 | N1°02'07"W | 100.02' | |
| L12 | S89 ° 30'38"W | 907.16' | L27 | N0°30'23"E | 100.02' | L42 | N0°27'45"W | 82.37' | |
| L13 | N16°40'17"W | 201.00' | L28 | N0 ° 38'22"W | 200.00' | L43 | S0°10'04"E | 635.69' | |
| L14 | N22°22'55"W | 99.98' | L29 | N1°47'07"W | 100.02' | L44 | N89°41'01"E | 15.00' | |
| L15 | N90°00'00"E | 219.69' | L30 | N2°55'48"W | 100.08' | L45 | S0°20'21"E | 1015.00' | |

SHEET 6 OF 7 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS. SEE SHEET 1 & 2 OF 7 FOR DESCRIPTION, NOTES, AND CERTIFICATION. SEE SHEETS 3 THROUGH 5 OF 7 FOR SKETCH.

LEGEND AND ABBREVIATIONS

 ORB
 OFFICIAL
 RECORDS
 BOOK
 PNT
 POINT
 OF
 NON-TANGENCY

 PC
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& APPING INC. CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM

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Composite Exhibit 2

SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT

A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

| | LINE TABLE | | LINE TABLE | | | | | |
|------|----------------------|-----------------|------------|----------------------|---------|--|--|--|
| LINE | DIRECTION | LENGTH | LINE | DIRECTION | LENGTH | | | |
| L46 | N89 ° 41'01"E | 15.00' | L57 | S59 ° 48'12"W | 47.25' | | | |
| L47 | S0°20'21"E | 883.28' | L58 | S72 ° 30'58"W | 30.36' | | | |
| L48 | S89°52'31"E | 11.81' | L59 | S85°25'03"W | 67.27' | | | |
| L49 | N77 ° 33'45"E | 101.90' | L60 | S88 * 53'00"W | 100.40' | | | |
| L50 | S75°47'51"E | 115.22' | L61 | N87 ° 07'11"W | 100.02' | | | |
| L51 | S63°47'25"E | 102.05' | L62 | N72 ° 54'20"W | 100.84' | | | |
| L52 | S36°41'16"E | 59.83' | L63 | N65°06'44"W | 43.18' | | | |
| L53 | N89 ° 40'45"E | 314.14' | L64 | N68 ° 16'21"W | 56.52' | | | |
| L54 | S89°40'40"W | 331.88' | L65 | N59 ° 32'52"W | 100.32' | | | |
| L55 | N89°42'52"E | 331.85' | L66 | N37 ° 53'18"W | 66.75' | | | |
| L56 | S0 ° 11'54"E | 140.32 ' | L67 | S89°42'52"W | 96.52' | | | |

| | CURVE DATA | | | | | | | | | | | |
|-------|------------|---------------------|---------------|--------|----------------------|--|--|--|--|--|--|--|
| CURVE | RADIUS | DELTA | CHORD BEARING | | | | | | | | | |
| C1 | 25.00' | 90 ° 00'00" | 39.27' | 35.36' | N45°00'00"W | | | | | | | |
| C2 | 35.00' | 115 ° 14'39" | 70.40' | 59.12' | S32°22'40"W | | | | | | | |
| C3 | 50.00' | 67 ° 37'05" | 59.01' | 55.64' | S56 ° 11'28"E | | | | | | | |
| C4 | 25.00' | 90°00'00" | 39.27' | 35.36' | N45°00'00"E | | | | | | | |

SHEET 7 OF 7 – NOT FULL OR COMPLETE WITHOUT ALL SHEETS. SEE SHEET 1 & 2 OF 7 FOR DESCRIPTION, NOTES, AND CERTIFICATION. SEE SHEETS 3 THROUGH 5 OF 7 FOR SKETCH.

LEGEND AND ABBREVIATIONS

 ORB
 OFFICIAL
 RECORDS
 BOOK
 PNT
 POINT
 OF
 NON-TANGENCY

 PC
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 OF
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 POINT
 OF
 COMMENCEMENT

THIS SKETCH IS NOT A SURVEY.

& APPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM

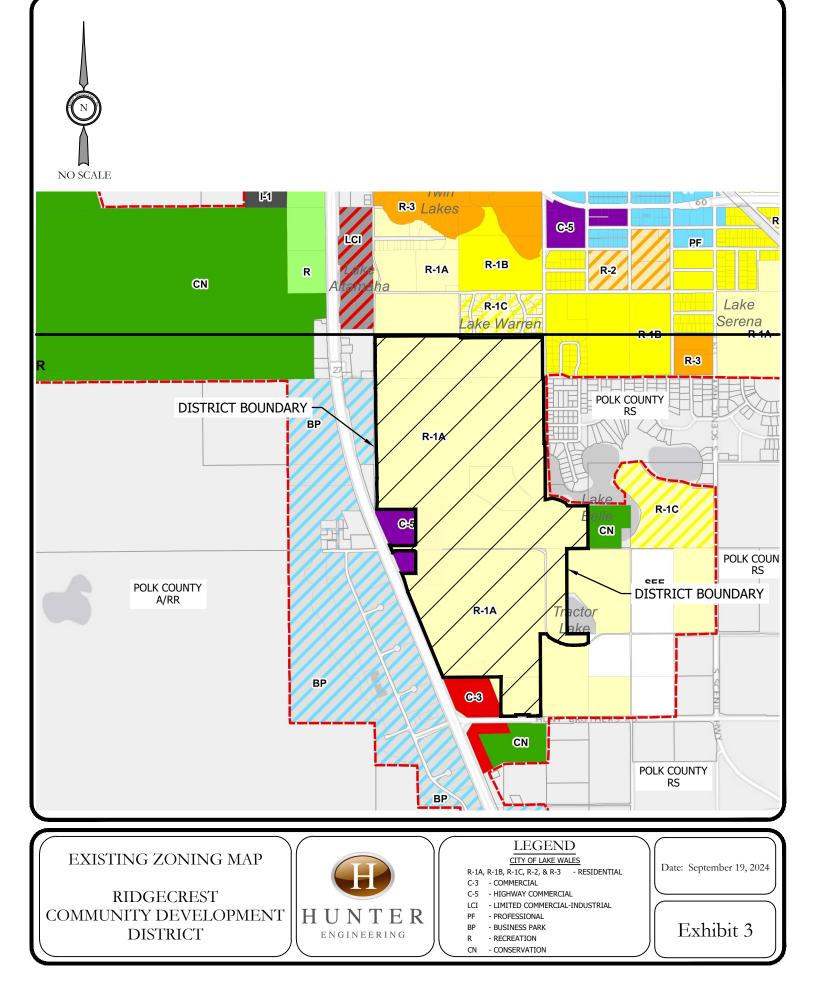
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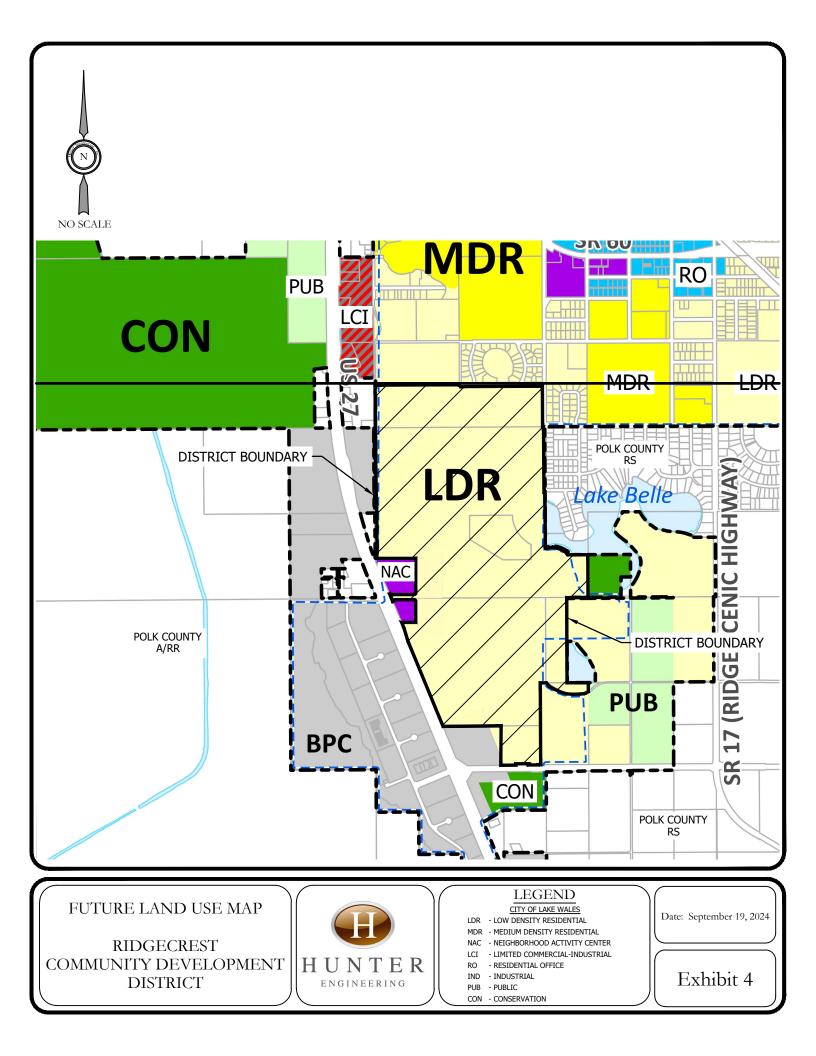
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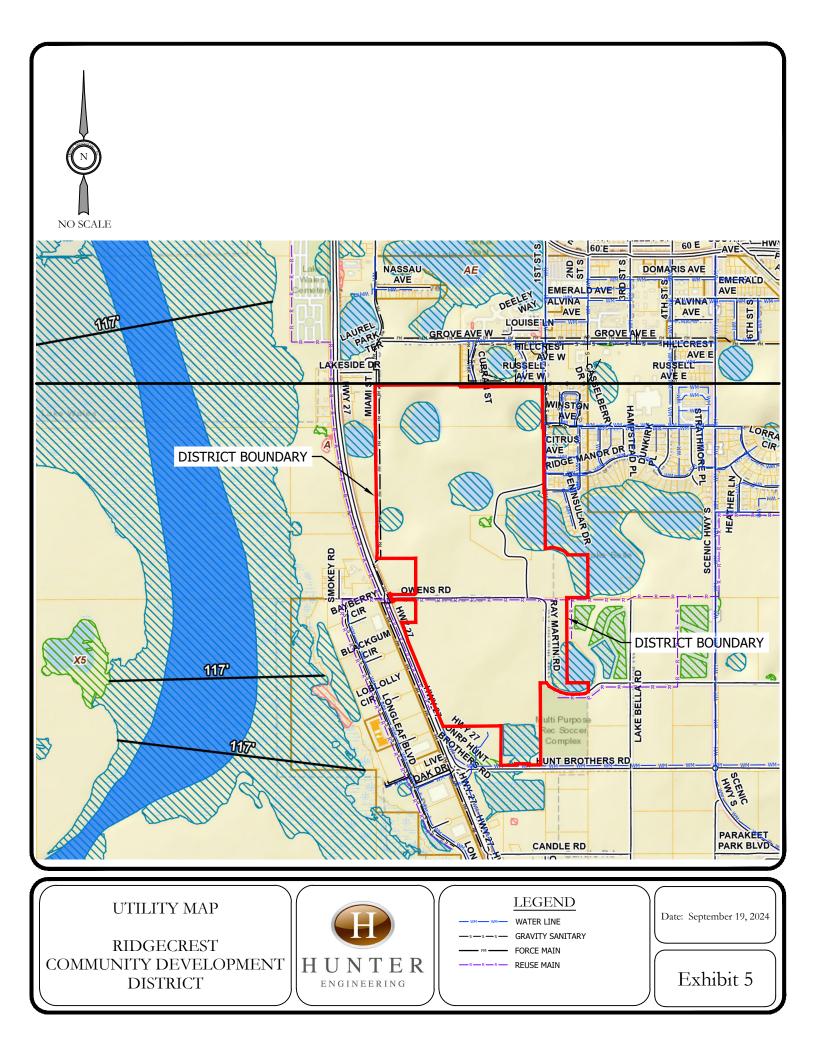
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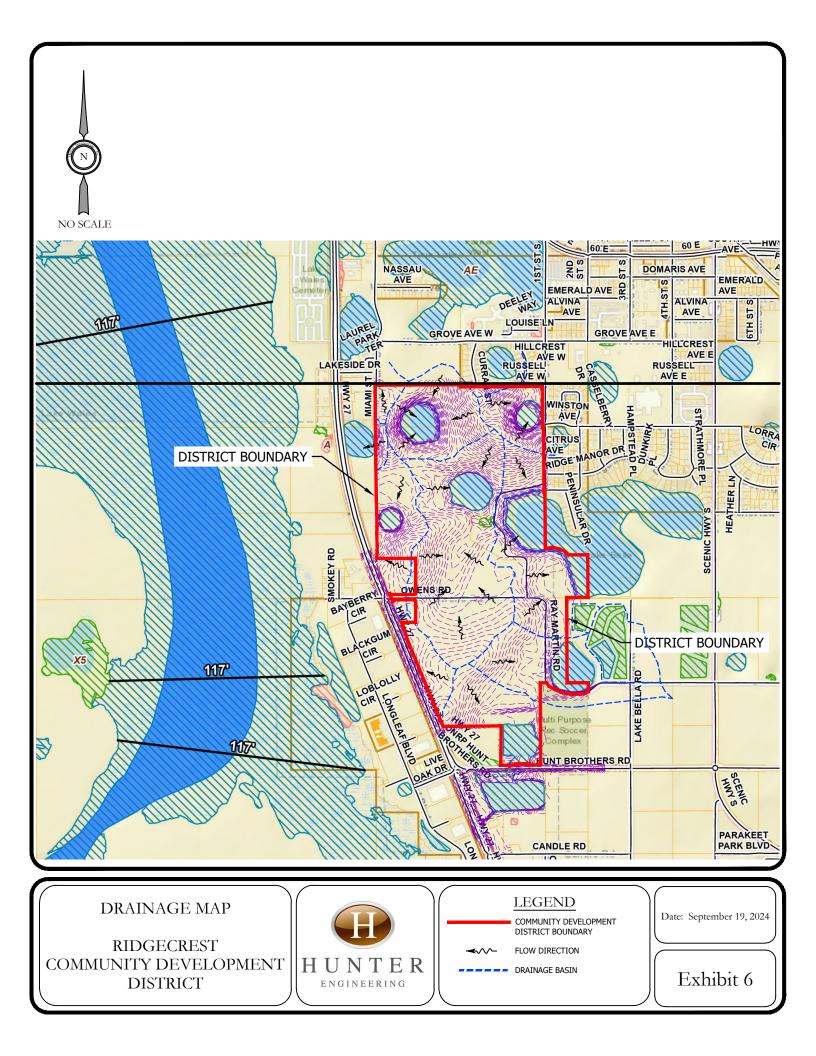


Exhibit 7

Ridgecrest Community Development District Summary of Proposed District Facilities

| District Infrastructure | Construction | Ownership | Capital Financing ⁽¹⁾ | Operation & Maintenance |
|---|-------------------------|--|----------------------------------|--|
| Offsite Improvements | District | FDOT & City of Lake Wales (Roadways) City of Lake Wales (Utilities) | District Bonds | FDOT & City of Lake Wales (Roadways) City of Lake Wales (Utilities) |
| Stormwater Facilities | District | District | District Bonds | District |
| Utilities (Water, Sewer, Reuse) | District | City of Lake Wales | District Bonds | \$5,700,000 |
| Conduit for Electrical & Street Lighting ⁽²⁾ | District ⁽²⁾ | Duke Energy/District ⁽²⁾ | District Bonds ⁽²⁾ | \$500,000 |
| Roadways & Parking Areas | District | District | District Bonds | District |
| Entry Feature, Signage & Landscaping | District | District | District Bonds | District |
| Parks & Recreational Facilities | District | District | District Bonds | District |

<u>Notes:</u>

1. Costs not funded by bonds will be funded by the developer.

The District shall enter into a lease with Duke Energy for the installation, maintenance and use of the street lighting within the Development. However, the underground conduit for the electrical lines will be installed by the District and the District will fund the differential cost of undergrounding the electrical lines.

Exhibit 8

Ridgecrest Community Development District Summary of Probable Costs

| Infrastructure ⁽¹⁾⁽⁹⁾ | Phase 1 409 Lots ⁽¹⁰⁾ 2025 | Phase 2 409 Lots ⁽¹¹⁾ 2026 | Phase 3 202 Lots ⁽¹²⁾ 2027 | Total 1020 Lots ⁽¹³⁾ 2025-2027 |
|---|--|--|--|--|
| Offsite Improvements ⁽⁶⁾ | \$3,200,000 | \$420,000 | \$0 | \$3,620,000 |
| Stormwater Facilities ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ | \$10,200,000 | \$3,000,000 | \$1,500,000 | \$14,700,000 |
| Utilities (Water, Sewer, Reuse) ⁽⁵⁾⁽⁶⁾ | \$5,700,000 | \$5,770,000 | \$2,640,000 | \$14,110,000 |
| Conduit for Electrical & Street Lighting ⁽⁸⁾ | \$500,000 | \$500,000 | \$250,000 | \$1,250,000 |
| Roadways & Parking Areas ⁽⁴⁾⁽⁵⁾⁽⁶⁾ | \$4,000,000 | \$2,300,000 | \$1,100,000 | \$7,400,000 |
| Entry Features, Signage & Landscaping (6)(7) | \$2,650,000 | \$600,000 | \$200,000 | \$3,450,000 |
| Parks & Recreational Facilities ⁽⁶⁾ | \$2,000,000 | \$350,000 | \$200,000 | \$2,550,000 |
| Soft Costs (Consulting & Permit Related Fees) | \$1,600,000 | \$150,000 | \$75,000 | \$1,825,000 |
| Contingency (15%) | \$4,237,500 | \$1,941,000 | \$883,500 | \$7,062,000 |
| Totals | \$34,087,500 | \$15,031,000 | \$6,848,500 | \$55,967,000 |

Notes:

Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and 1. stilling setup for the long long long and sign and some and some time of facilities.

^{1.} utilities, entry feature, landscaping and signage, and parks and recreational facilities.

Excludes grading of each lot for initial pad construction and lot finishing in conjunction with home construction, both of which will be provided by

developer or homebuilder. The cost of transporting any fill to the private lots will not be financed by the District.

3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.

- 4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- 5. Includes subdivision infrastructure and civil/site engineering.
- 6. Estimates are based on 2024 cost.
- 7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- CDD will enter into an agreement with Duke Energy for the street light poles and lighting service. Only the differential cost of undergrounding of conduit in 8.
- *public right-of-way and on District land is included.*
- 9. Estimates based on infrastructure to support development of 1020 lots, phased as shown.
- 10. 409 front entry single family lots.
- 11. 409 front entry single family lots.
- 12. 202 front entry townhome lots.
- 13. 818 front entry single family lots and 202 front entry townhome lots

SECTION 2

MASTER

ASSESSMENT METHODOLOGY

FOR

RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT

Date: October 9, 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 Ridgecrest 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 Ridgecrest Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Ridgecrest 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 \$73,335,000 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 Engineer's Report dated October 9, 2024 prepared by Hunter Engineering, 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 170, 190, and 197 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 311.36 acres within the City of Lake Wales, Florida in Polk County, Florida. The development program currently envisions approximately 1,020 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 facilities, utilities (water, sewer, reuse), conduit for electrical & street lighting, roadways & parking areas, entry features signage & landscaping, parks & recreational facilities, soft costs 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 \$55,967,000. 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 \$73,335,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by 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 \$73,335,000 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 \$73,335,000 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 \$55,967,000. 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 \$73,335,000. 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 1,020 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 facilities, utilities (water, sewer, reuse), conduit for electrical & street lighting, roadways & parking areas, entry features signage & landscaping, parks & recreational facilities, soft costs and contingency. There are <u>two</u> product types within the planned development. The Single Family unit 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 facilities, utilities (water, sewer, reuse), conduit for electrical & street lighting, roadways & parking areas, entry features signage & landscaping, parks & recreational facilities, soft costs 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 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM MASTER ASSESSMENT METHODOLOGY

| Product Types | Phase 1 | Phase 2 | Phase 3 | Totals* | ERUs per Unit (1) | Total ERUs |
|---------------|---------|---------|---------|---------|-------------------|------------|
| Townhome | 0 | 0 | 202 | 202 | 0.75 | 151.50 |
| Single Family | 409 | 409 | 0 | 818 | 1.00 | 818.00 |
| Total Units | 409 | 409 | 202 | 1,020 | | 969.50 |

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT INFRASTRUCTURE COST ESTIMATES MASTER ASSESSMENT METHODOLOGY

| Capital Improvement Plan ("CIP") (1) | Phase 1 | Phase 2 | Phase 3 | Total Cost Estimate |
|--|---------------|---------------|--------------|---------------------|
| Offsite Improvements | \$ 3,200,000 | \$ 420,000 | \$ - | \$ 3,620,000 |
| Stormwater Facilities | \$ 10,200,000 | \$ 3,000,000 | \$ 1,500,000 | \$ 14,700,000 |
| Utilities (Water, Sewer, Reuse) | \$ 5,700,000 | \$ 5,770,000 | \$ 2,640,000 | \$ 14,110,000 |
| Conduit for Electrical & Street Lighting | \$ 500,000 | \$ 500,000 | \$ 250,000 | \$ 1,250,000 |
| Roadways & Parking Areas | \$ 4,000,000 | \$ 2,300,000 | \$ 1,100,000 | \$ 7,400,000 |
| Entry Features, Signage, & Landscaping | \$ 2,650,000 | \$ 600,000 | \$ 200,000 | \$ 3,450,000 |
| Parks & Recreational Facilities | \$ 2,000,000 | \$ 350,000 | \$ 200,000 | \$ 2,550,000 |
| Soft Costs | \$ 1,600,000 | \$ 150,000 | \$ 75,000 | \$ 1,825,000 |
| Contingency | \$ 4,237,500 | \$ 1,941,000 | \$ 883,500 | \$ 7,062,000 |
| | \$ 34,087,500 | \$ 15,031,000 | \$ 6,848,500 | \$ 55,967,000 |

(1) A detailed description of these improvements is provided in the Engineer's Report dated October 9, 2024

TABLE 3 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT BOND SIZING MASTER ASSESSMENT METHODOLOGY

Underwriters Discount

| Description | | Total | | | |
|-----------------------|----|----------------|--|--|--|
| Construction Funds | \$ | 55,967,000 | | | |
| Debt Service Reserve | \$ | 5,615,807 | | | |
| Capitalized Interest | \$ | 9,533,550 | | | |
| Underwriters Discount | \$ | 1,466,700 | | | |
| Cost of Issuance | \$ | 750,000 | | | |
| Rounding | \$ | 1,943 | | | |
| Par Amount* | \$ | 73,335,000 | | | |
| Bond Assumptions: | | | | | |
| Average Coupon | | 6.50% | | | |
| Amortization | | 30 years | | | |
| Capitalized Interest | | 24 Months | | | |
| Debt Service Reserve | N | Max Annual D/S | | | |

* 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

2%

TABLE 4 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF BENEFIT MASTER ASSESSMENT METHODOLOGY

| | | | | | Total Improvements | | | | |
|---------------|---------|--------|-------|-----------------|--------------------|------------|----|--------------|--|
| | No. of | ERU | Total | | Costs Per Product | | | provement | |
| Product Types | Units * | Factor | ERUs | % of Total ERUs | | Туре | | sts Per Unit | |
| Townhome | 202 | 0.75 | 152 | 15.63% | \$ | 8,745,746 | \$ | 43,296 | |
| Single Family | 818 | 1.00 | 818 | 84.37% | \$ | 47,221,254 | \$ | 57,728 | |
| Totals | 1,020 | | 970 | 100.00% | \$ | 55,967,000 | | | |

* Unit mix is subject to change based on marketing and other factors

TABLE 5 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY

| | | Tota | l Improvements | Allo | cation of Par Debt | Par Debt |
|---------------|----------------|-------|------------------|------|--------------------|-----------|
| Product Types | No. of Units * | Costs | Per Product Type | Р | er Product Type | Per Unit |
| Townhome | 202 | \$ | 8,745,746 | \$ | 11,459,776 | \$ 56,732 |
| Single Family | 818 | \$ | 47,221,254 | \$ | 61,875,224 | \$ 75,642 |
| Totals | 1,020 | \$ | 55,967,000 | \$ | 73,335,000 | |

* Unit mix is subject to change based on marketing and other factors

TABLE 6 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY

| | | All | ocation of Par | | | | Maximum | Net | Annual Debt | Gr | oss Annual Debt |
|---------------|---------|-----|----------------------------|-----|-------------|----|-------------|-----|-------------|-----|------------------|
| | No. of | Del | Debt Per Product Total Par | | otal Par | A | Annual Debt | Ass | essment Per | Ass | essment Per Unit |
| Product Types | Units * | | Туре | Deb | ot Per Unit | | Service | | Unit | | (1) |
| Townhome | 202 | \$ | 11,459,776 | \$ | 56,732 | \$ | 877,560 | \$ | 4,344 | \$ | 4,671 |
| Single Family | 818 | \$ | 61,875,224 | \$ | 75,642 | \$ | 4,738,246 | \$ | 5,792 | \$ | 6,228 |
| Totals | 1,020 | \$ | 73,335,000 | | | \$ | 5,615,807 | | | | |

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT PRELIMINARY ASSESSMENT ROLL MASTER ASSESSMENT METHODOLOGY

| Owner | Property* | Net Acres | al Par Debt ocation Per Acre | Total Par Debt Allocated | A | Annual Debt ssessment Allocation | Deb | ross Annual t Assessment location (1) |
|-------------------------------|----------------|-----------|--|-----------------------------|----|--|-----|---|
| RIDGECREST OF LAKES WALES LLC | RIDGECREST CDD | 311.36 | \$ 235,531 | \$ 73,335,000 | \$ | 5,615,807 | \$ | 6,038,502 |
| Totals | | 311.36 | | \$ 73,335,000 | \$ | 5,615,807 | \$ | 6,038,502 |

(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 | \$5,615,807 |

* - See Metes and Bounds, attached as Exhibit A

Exhibit A

SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THIS SKETCH IS NOT A SURVEY.

DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST AND THE NORTHEAST AND NORTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, RUN S89°45'03"W, A DISTANCE OF 2,654.55 FEET TO A POINT MARKING THE CENTER OF SECTION 14; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (1/4) OF SECTION 14, RUN S89'30'42"W, A DISTANCE OF 85.00 FEET; THENCE RUN NO0"12'04"W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HUNT BROTHERS ROAD, BEING A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND THE POINT OF BEGINNING; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN S89"30'42"W, A DISTANCE OF 37.27 FEET; THENCE RUN S00"29'18"E, A DISTANCE OF 5.00 FEET; THENCE RUN S89"30'42"W, A DISTANCE OF 150.00 FEET; THENCE RUN NO0"29'18"W, A DISTANCE OF 20.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 200.00 FEET; THENCE RUN S00'29'18"E, A DISTANCE OF 20.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 235.91 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER TO LANDS DESCRIBED IN THE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF POLK. COUNTY, FLORIDA KNOWN AS OFFICIAL RECORDS BOOK 9651, PAGE 1314; THENCE, ALONG THE EASTERLY LINE OF SAID LANDS, RUN NO0°28'00"E, A DISTANCE OF 615.81 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT; THENCE, ALONG THE NORTHERLY LINE OF SAID LANDS, RUN S89°30'38"W, A DISTANCE OF 907.16 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LANDS AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY, RUN N22°22'55"W, A DISTANCE OF 1,448.28 FEET; THENCE RUN N16°40'17"W, A DISTANCE OF 201.00 FEET; THENCE RUN N22°22'55"W, A DISTANCE OF 99.98 FEET; THENCE, DEPARTING SAID SAID RIGHT-OF-WAY LINE, RUN N90°00'00"E, A DISTANCE OF 219.69 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 330.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90*00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45"00"00"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 39.27 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 293.07 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 115"14'39", AND A CHORD LENGTH OF 59.12 FEET WHICH BEARS S32°22'40"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 70.40 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE, ALONG SAID LINE, NON-TANGENT TO SAID CURVE, RUN N25"14'40"W, A DISTANCE OF 18.44 FEET; THENCE, CONTINUING ALONG THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE, RUN N22°22'55"W, A DISTANCE OF 155.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 67"37"O5", AND A CHORD LENGTH OF 55.64 FEET WHICH BEARS S56"11'28"E; (SEE SHEET 2 OF 7)

SURVEYOR'S NOTES

220250_RIDGECREST.DW

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE 1 TITLE OR USE OF THE LAND 2. NO IMPROVEMENTS HAVE BEEN LOCATED. 3. NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. THIS DOCUMENT CONSISTS OF 7 PAGES NOT FULL OR COMPLETE WITHOUT ALL.

- 5. BEARINGS SHOWN HEREON ARE BASED ON EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, WHICH BEARS NORTH 22'22'55" WEST, ASSUMED. 6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.
- SHEET 1 OF 7 SHEET 2 OF 7 FOR CONTINUATION OF DESCRIPTION.

SEE SHEET 3 THROUGH 5 OF 7 FOR SKETCH. SEE SHEETS 6 THROUGH 7 OF 7 FOR LINE & CURVE TABLES.

| SKETCH OF DESCRIPTION RIDGECREST COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA | | I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. |
|---|---|---|
| JOB NO.: 220250 DATE REVISIONS TECH SCALE: 1"=500' DATE REVISIONS TECH | AMERICAN | |
| FIELD DATE: | SURVEYING | |
| FIELD BY: | & APPING INC. | |
| | | E. GLENN TURNER, PSM #5643 |
| DRAWN BY: EGW | CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 | |
| APPROVED BY: | 3191 MAGUIRE BOULEVARD, SUITE 200 | |
| DRAWING FILF # | ORLANDO, FLORIDA 32803 | |

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DATE:

SKETCH OF DESCRIPTION RIDGECREST COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

DESCRIPTION CONTINUED

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 59.01 FEET: THENCE RUN N90°00'00'E. A DISTANCE OF 345.74 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90'00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45'00'00"E: THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE. RUN A DISTANCE OF 39.27 FEET; THENCE RUN NO0°00'00'E, A DISTANCE OF 540.00 FEET; THENCE RUN N90°00'00'W, A DISTANCE OF 607.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MIAMI STREET, A COUNTY MAINTAINED, VARIABLE WIDTH, PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWENTY (20) COURSES, (1) RUN NO0"38'22"W, A DISTANCE OF 12.57 FEET; (2) THENCE RUN NO2"51'00"E, A DISTANCE OF 82.15 FEET; (3) THENCE RUN NO0°30'23"E, A DISTANCE OF 100.02 FEET; (4) THENCE RUN NO1°12'45"W, A DISTANCE OF 200.01 FEET; (5) THENCE RUN NO0°30'23"E, A DISTANCE OF 100.02 FEET; (6) THENCE RUN NO0'38'22"W, A DISTANCE OF 200.00 FEET; (7) THENCE RUN NO1'47'07"W, A DISTANCE OF 100.02 FEET; (8) THENCE RUN N02°55'48"W, A DISTANCE OF 100.08 FEET; (9) THENCE RUN N00°38'22"W, A DISTANCE OF 700.00 FEET; (10) THENCE RUN NO0°03'59"W, A DISTANCE OF 100.00 FEET; (11) THENCE RUN NO1°12'45"W, A DISTANCE OF 100.00 FEET; (12) THENCE RUN N00°03'59"W, A DISTANCE OF 100.00 FEET; (13) THENCE RUN N00°38'22"W, A DISTANCE OF 100.00 FEET; (14) THENCE RUN N00°47'44"W, A DISTANCE OF 99.80 FEET; (15) THENCE RUN N01°36'28"W, A DISTANCE OF 100.04 FEET; (16) THENCE RUN NO0°27'45"W, A DISTANCE OF 100.00 FEET; (17) THENCE RUN N00°06'38"E, A DISTANCE OF 100.00 FEET; (18) THENCE RUN N00°27'45"W, A DISTANCE OF 100.00 FEET; (19) THENCE RUN N01°02'07"W, A DISTANCE OF 100.02 FEET; (20) THENCE RUN N00°27'45"W, A DISTANCE OF 82.37 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF MIAMI STREET, RUN N89°45'24"E, A DISTANCE OF 2,616.52 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RUSSEL AVENUE, A SIXTY (60) FEET WIDE PUBLIC RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, RUN S00"10'04"E, A DISTANCE OF 635.69 FEET; THENCE RUN N89°41'01"E, A DISTANCE OF 15.00 FEET; THENCE RUN S00°20'21"E, A DISTANCE OF 1,015.00 FEET; THENCE, DEPARTING THE WESTERLY RIGHT-OF-WAY OF FIRST STREET, RUN N89°41'01"E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID EAST LINE, RUN SO0"20'21"E, A DISTANCE OF 883.28 FEET; THENCE, DEPARTING SAID EAST LINE, RUN S89°52'31"E, A DISTANCE OF 11.81 FEET; THENCE RUN N77°33'45"E, A DISTANCE OF 101.90 FEET; THENCE RUN S75°47'51"E, A DISTANCE OF 115.22 FEET; THENCE RUN S63°47'25"E, A DISTANCE OF 102.05 FEET; THENCE RUN S36°41'16"E, A DISTANCE OF 59.83 FEET; THENCE RUN N89°40'45"E, A DISTANCE OF 314.14 FEET; THENCE RUN S00°19'47"E, A DISTANCE OF 666.53 FEET; THENCE RUN S89°40'40"W, A DISTANCE OF 331.88 FEET; THENCE RUN S00°11'59"E, A DISTANCE OF 1,331.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2), OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID SOUTH LINE, RUN N89°42'52"E, A DISTANCE OF 331.85 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN SOO"11'54"E, A DISTANCE OF 140.32 FEET; THENCE RUN S59*48'12"W, A DISTANCE OF 47.25 FEET; THENCE RUN S72*30'58"W, A DISTANCE OF 30.36 FEET; THENCE RUN \$85°25'03"W, A DISTANCE OF 67.27 FEET; THENCE RUN \$88°53'00"W, A DISTANCE OF 100.40 FEET; THENCE RUN N87°07'11"W, A DISTANCE OF 100.02 FEET; THENCE RUN N72°54'20"W, A DISTANCE OF 100.84 FEET; THENCE RUN N65°06'44"W, A DISTANCE OF 43.18 FEET; THENCE RUN N68°16'21"W, A DISTANCE OF 56.52 FEET; THENCE RUN N59°32'52"W, A DISTANCE OF 100.32 FEET; THENCE RUN N37°53'18"W, A DISTANCE OF 66.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF AFOREMENTIONED SECTION 14; THENCE, ALONG SAID SOUTH LINE, RUN S89'42'52"W, A DISTANCE OF 96.52 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN S00"12'04"E, A DISTANCE OF 1,276.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,562,947 SQUARE FEET OR 311.362 ACRES, MORE OR LESS.

SHEET 2 OF 7 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS. SEE SHEET 1 OF 7 FOR DESCRIPTION, NOTES, AND CERTIFICATION. SEE SHEETS 3 THROUGH 5 OF 7 FOR SKETCH. SEE SHEETS 6 THROUGH 7 OF 7 FOR LINE & CURVE TABLES.

LEGEND AND ABBREVIATIONS

OFFICIAL RECORDS BOOK ORB POINT OF CURVATURE PG PAGE(S)

POINT OF NON-TANGENCY PNT POB POINT OF BEGINNING POC POINT OF COMMENCEMENT THIS SKETCH IS NOT A SURVEY.

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CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407)

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SECTION 3

RESOLUTION 2025-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIDGECREST 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 Ridgecrest 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 RIDGECREST 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, sewer, and wastewater facilities; off-site improvements; electrical utilities (street lighting); entry features and signage; parks and amenities for indoor and outdoor

recreational, cultural, and educational uses as authorized and described in Section 190.012(2)(a), *Florida Statutes*; and security powers, including, but not limited to, walls, fences, and electronic intrusion-detection systems; and other infrastructure projects and services necessitated by the development of, and serving lands within, the District (together 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 ("Capital Improvements"), the nature and location of which is described in the *Ridgecrest Community Development District Engineer's Report of Capital Improvements* dated October 9, 2024 (the "Engineer's Report") (attached as **Exhibit A** hereto and incorporated herein by this reference), and plans and specifications for which are on file at the office of the District Manager c/o Governmental Management Services- Central Florida, LLC, 219 East Livingston Street, Orlando, FL 32801 ("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 2025-32, the Board determined to provide the Capital Improvements and to defray the costs thereof by making Assessments on benefited 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 2025-32 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 2025-32, said Resolution 2025-32 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 2025-32, 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 2025-32 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.

(1) On January 8, 2025, at the time and place specified in Resolution 2025-32 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 is 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 Ridgecrest Community Development District*, dated October 9, 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 2025-31 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.

The Assessments may be paid in not more than thirty (30) substantially equal **(a)** 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.

Pursuant to the Assessment Report, attached hereto as Exhibit B, there may be (a) 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 trueup payments in its Improvement Lien Book.

The foregoing is based on the District's understanding with landowner and/or (c) 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.

[Remainder of this page intentionally left blank]

APPROVED AND ADOPTED this 8th day of January 2025.

ATTEST:

RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A: Ridgecrest Community Development District Engineer's Report, dated October 9, 2024
- **Exhibit B:** Master Assessment Methodology for Ridgecrest Community Development District, dated October 9, 2024

Exhibit A:

Ridgecrest Community Development District Engineer's Report, dated October 9, 2024



RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S REPORT OF CAPITAL IMPROVEMENTS

Prepared For

BOARD OF SUPERVISORS RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

Hunter Engineering, Inc. 4900 Dundee Road Winter Haven, FL 33884 863-676-7770

October 9, 2024

Bryan Hunter, P.E. FL Registration No. 53168 FL CA No. 8394

RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

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| EXHIBIT 5 | - Utility Location Map |
| EXHIBIT 6 | - Drainage Map |
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| | |

ENGINEER'S REPORT RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

I. INTRODUCTION

The Ridgecrest Community Development District (the "District" or the "CDD") is generally located east of US Hwy 27 and north of Hunt Brothers Rd, within the city limits of Lake Wales, Florida (the "City"). The District currently contains approximately 311.36 acres and is expected to consist of 1,020 single family lots, recreational areas, and associated infrastructure. The CDD was established by City Ordinance No. 2021-17, which was approved by the City Commission on August 6, 2024.

II. PURPOSE AND SCOPE

The purpose of this report is to provide engineering support to fund improvements in the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct and/or acquire, operate, and maintain specific portions of the proposed public infrastructure. Any capital financing not funded by bonds will be funded by the developer. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this report.

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 public improvements. We have considered, and in specific instances have relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, and the District Board of Supervisors, including its staff and consultants.

III. THE DEVELOPMENT

The Development will consist of 818 single family (detached) lots, 202 townhome lots, and associated infrastructure ("Development"). The Development is a planned residential community generally located on the east side of US Hwy 27 and on the north side of Hunt Brothers Road within the city limits of Lake Wales. The property has Future Land Use designation of LDR (Low Density Residential) and a zoning designation of R-1A. An Opinion of Costs for the development of the entire project is provided in Exhibit 8 of this report.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure for the Development. The primary portions of the CIP will entail stormwater pond construction, onsite roadways built to an "urban" typical section, water, sewer & reuse facilities, recreational facilities, landscaping, irrigation, and off-site roadway improvements (including turn lane improvements along US Highway 27 and at the intersection of Hwy 60 and 1st Street, as well as a new traffic signal at the Development's main entrance on US Highway 27).

The CIP also includes stormwater related structures and conveyance pipes which will discharge into the on-site retention ponds. These structures and pond areas comprise the overall stormwater management system. Installation of the water and reuse distribution systems as well as the wastewater collection system will occur as required. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. The CDD will enter into a lighting agreement with an electric service provider for the street light poles and lighting service. Only the differential cost of undergrounding of wire in the public right-of-way or on District land is included.

As a part of the recreational component of the CIP, an amenity center and other public parks will be constructed within the Development. The public parks and amenity center will be accessed by the proposed public roadways and sidewalks and will be available for use by the general public.

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. These public District improvements will be designed and constructed to conform to applicable regulatory criteria of the City, the Southwest Florida Water Management District (SWFWMD), the Florida Department of Transportation (FDOT), and other applicable agencies with regulatory jurisdiction over the Development. Any public improvements or facilities acquired by the District will be at the lesser of the actual cost of construction or the fair market value. An estimate of the probable cost of the public improvements is provided in Exhibit 8 of this report.

This report and the CIP included herein, reflect the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications, if any, are not expected to diminish the benefits received by the developable land within the District. The District reserves the right to make reasonable adjustments to this report to meet applicable regulatory requirements of agencies with jurisdiction over the Development, while maintaining comparable levels of benefit to the developable lands served by the public improvements.

Implementation of any proposed facilities or public 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 our previous experience with similar projects. Actual costs may differ from the estimates due to a wide variety of factors having the potential to affect construction costs.

All onsite roadway systems, as well as the storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds), landscaping, irrigation, signage, & recreational amenities within the Development will be owned and maintained by the District. Potable water & reuse distribution and wastewater collection systems (gravity lines, force mains, and lift stations), will upon completion, be dedicated to the City for ownership and maintenance. All offsite roadway improvements will be owned and maintained by the FDOT.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater will be conveyed via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize wet detention, dry retention and effluent filtration to achieve water quality treatment. The design criteria for the District's stormwater management systems is regulated by the SWFWMD. There are multiple isolated surface waters within the Development that will receive stormwater discharge from the onsite stormwater ponds. On the eastern project boundary, portions of the proposed stormwater management system will also discharge to Lake Belle and Tractor Lake, both of which extend offsite.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0565H and 12105C-0730G demonstrate that the property is located predominantly within Flood Zone X with certain limited areas lying in Zone AE. No floodplain impacts are proposed.

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 Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP has been prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public right of ways within the Development are primarily 50 feet in width with wider sections along certain internal roadways. The roadways will primarily consist of 24 ft. wide asphalt pavement and Miami curb or Type F curb and gutter on each side. Concrete sidewalks of 5' widths are proposed on both sides on internal roadways. The proposed roadway section will consist of stabilized subgrade, lime rock base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. All roadways within the District will be open to the general public.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, which will be utilized by the residents and the public. As stated above, the District's funding of roadway construction is expected to occur for all public roadways within the Development.

Water and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and associated appurtenances will be installed for the development. The water service provider will be the City of Lake Wales. These facilities will be installed within the proposed public rights-of-ways and permanent public utility easements within the District. This water system will provide the potable (domestic) and fire protection services which will serve the lands within the District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The wastewater service provider will be the City of Lake Wales. The gravity sanitary sewer mains will be 8" & 10" diameter PVC. The gravity sanitary sewer lines will be placed primarily inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. This proposed gravity sewer system will include three new public lift stations and associated force mains, which will all be owned and maintained by the City of Lake Wales.

A reuse water distribution system is also proposed and the provider will be the City of Lake Wales. The reuse water mains will primarily consist of 6" diameter PVC. The mainlines will be placed primarily inside the proposed public rights-of-ways, adjacent to the proposed paved roadways. Branching off from these mainlines will be laterals to serve the individual lots. Any water, sewer, or reuse water lines placed on private property will not be publicly funded unless included within a permanent public utility easement.

Off-Site Improvements

The District will provide funding for the anticipated offsite roadway improvements (turn lanes, drainage improvements, & signalization) at the Development's main entrance on US Hwy 27 as well as further offsite at the intersection of Highway 60 and 1st Street South (turn lane improvements). At this time, there are no finalized impact fee credits or other cost-share agreements associated with the aforementioned off-site improvements.

The site construction activities associated with the CIP are anticipated for completion in 2027. Upon completion of the improvements, inspections will occur and certifications will be obtained from the City, the SWFWMD, the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the FDOT.

Amenities, Parks and Passive Recreational Areas

The District will provide funding for an amenity center to include parking areas, a clubhouse/cabana with restroom facilities, pool, a tot lot and other recreational features. Additional park areas and walking trails are also provided at various locations throughout the Development. All proposed recreational facilities within the Development will be made available to the general public.

Electric and Lighting

The electrical distribution system serving the Development is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding the electrical conduit,

transformer/cabinet pads, and associated manholes that are required. The District shall only fund the differential cost of undergrounding the electric system versus installing it overhead.

Entry Feature, Landscaping, and Irrigation

Landscaping, irrigation, and entry features will be provided by the District. The irrigation source will be the public reuse water system referenced above. Downstream irrigation systems for the various phases of the Development will be constructed or acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping and irrigation where provided will consist of sod, shrubs, ground cover and trees for certain common areas within the Development. These items will be funded, owned and maintained by the CDD. The CDD will not fund, own or maintain the landscaping on privately owned lots.

Required Soft Costs

The CIP additionally includes certain required fees and professional costs. Local governments and regulatory agencies impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying, architecture, and other professional services are needed for the various improvements listed herein.

Miscellaneous

The capital improvements and soft costs necessary for the Development, are being financed by the District with the intention for benefiting all of the developable real property within the District. The design, permitting, construction and maintenance of the proposed public improvements will benefit the Development for the intended use as a single-family planned development.

VI. PERMITTING

Construction permits for the Development are required and include the SWFWMD Environmental Resource Permit (ERP), City of Lake Wales Site Development Permit, Polk County Health Department, Florida Department of Environmental Protection (FDEP), and the FDOT (Access & Drainage Permits). The following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

| Permits / Approvals | Approval / Expected Date |
|--|--------------------------|
| Planned Development Project (PDP) (City) | Approved |
| City Site Development Permit | Pending |
| SWFWMD ERP | Approved |
| FDOT Access & Drainage | Pending |
| Polk County Health Department Water | Pending |
| FDEP Sewer | Pending |
| ACOE | Not Applicable |

VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City, the SWFWMD, the FDOT, and other applicable agencies. It should be noted that the public infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Summary of Probable Costs* for this report are based upon proposed planned infrastructure as shown on construction drawings incorporating the required specifications found in the most current City, SWFWMD & FDOT regulations.

VIII. REPORT MODIFICATION

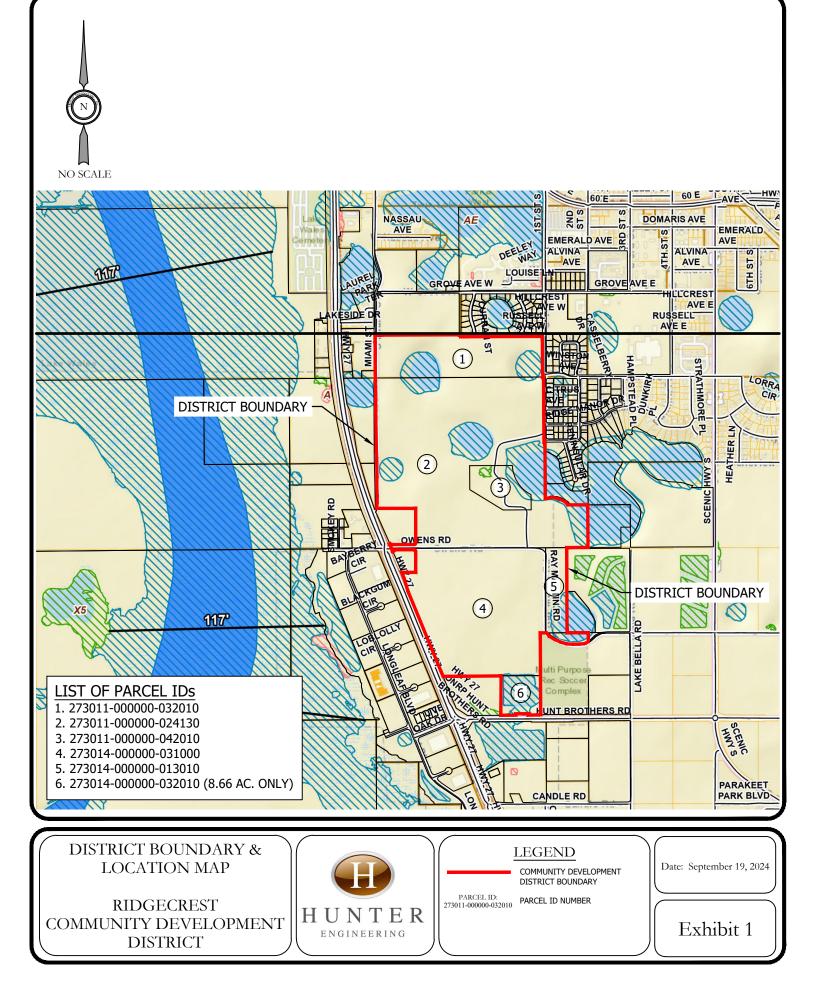
During development and implementation of the public infrastructure improvements as described herein for the District, it may be necessary to make modifications to the plans. However, if any necessary modifications do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

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 at least equal to the costs of such improvements.

The *Summary of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the area. 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 professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the area, which we believe to be necessary in order to facilitate accuracy associated with the *Summary of Probable Costs*. Based upon the information above, it is our professional opinion that the proposed CIP can be completed at the cost as stated.



SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THIS SKETCH IS NOT A SURVEY.

DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST AND THE NORTHEAST AND NORTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, RUN S89°45'03"W, A DISTANCE OF 2,654.55 FEET TO A POINT MARKING THE CENTER OF SECTION 14: THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (1/4) OF SECTION 14, RUN S89'30'42"W, A DISTANCE OF 85.00 FEET; THENCE RUN NO0"12'04"W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HUNT BROTHERS ROAD, BEING A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND THE POINT OF BEGINNING; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN S89"30'42"W, A DISTANCE OF 37.27 FEET; THENCE RUN S00"29'18"E, A DISTANCE OF 5.00 FEET; THENCE RUN S89"30'42"W, A DISTANCE OF 150.00 FEET; THENCE RUN NO0"29'18"W, A DISTANCE OF 20.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 200.00 FEET; THENCE RUN S00'29'18"E, A DISTANCE OF 20.00 FEET; THENCE RUN S89°30'42"W, A DISTANCE OF 235.91 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER TO LANDS DESCRIBED IN THE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF POLK. COUNTY, FLORIDA KNOWN AS OFFICIAL RECORDS BOOK 9651, PAGE 1314; THENCE, ALONG THE EASTERLY LINE OF SAID LANDS, RUN NO0°28'00"E, A DISTANCE OF 615.81 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT; THENCE, ALONG THE NORTHERLY LINE OF SAID LANDS, RUN S89°30'38"W, A DISTANCE OF 907.16 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LANDS AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY, RUN N22°22'55"W, A DISTANCE OF 1,448.28 FEET; THENCE RUN N16°40'17"W, A DISTANCE OF 201.00 FEET; THENCE RUN N22°22'55"W, A DISTANCE OF 99.98 FEET; THENCE, DEPARTING SAID SAID RIGHT-OF-WAY LINE, RUN N90°00'00"E, A DISTANCE OF 219.69 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 330.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90*00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45°00'00"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 39.27 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 293.07 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 115"14'39", AND A CHORD LENGTH OF 59.12 FEET WHICH BEARS S32°22'40"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 70.40 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE, ALONG SAID LINE, NON-TANGENT TO SAID CURVE, RUN N25"14'40"W, A DISTANCE OF 18.44 FEET; THENCE, CONTINUING ALONG THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE, RUN N22°22'55"W, A DISTANCE OF 155.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 67'37'05", AND A CHORD LENGTH OF 55.64 FEET WHICH BEARS S56'11'28"E; (SEE SHEET 2 OF 7)

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE 1 TITLE OR USE OF THE LAND 2. NO IMPROVEMENTS HAVE BEEN LOCATED. 3. NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. THIS DOCUMENT CONSISTS OF 7 PAGES NOT FULL OR COMPLETE WITHOUT ALL.

5. BEARINGS SHOWN HEREON ARE BASED ON EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, WHICH BEARS NORTH 22'22'55" WEST, ASSUMED. 6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.

SHEET 1 OF 7 SHEET 2 OF 7 FOR CONTINUATION OF DESCRIPTION.

SEE SHEET 3 THROUGH 5 OF 7 FOR SKETCH.

| SEE SHE | ETS 6 | THROUGH | 7 | OF | 7 | FOR | LINE | & | CURVE | TABLE | S |
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| SKETCH OF DESCRIPTION RIDGECREST COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA | NSM | I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. |
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| JOB NO.: 220250 SCALE: 1"=500" FIELD DATE: FIELD BY: PRAWN BY: EGW DRAWING FILE # 220250_RIDGECREST.DW | AMERICAN SURVEYING & APPING INC. CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM | E. GLENN TURNER, PSM #5643 DATE: |

SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

DESCRIPTION CONTINUED

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 59.01 FEET: THENCE RUN N90°00'00'E. A DISTANCE OF 345.74 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90'00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45"00"OU"E: THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE. RUN A DISTANCE OF 39.27 FEET; THENCE RUN NO0°00'00'E, A DISTANCE OF 540.00 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 607.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MIAMI STREET, A COUNTY MAINTAINED, VARIABLE WIDTH, PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWENTY (20) COURSES, (1) RUN NO0"38'22"W, A DISTANCE OF 12.57 FEET; (2) THENCE RUN NO2"51'00"E, A DISTANCE OF 82.15 FEET; (3) THENCE RUN NO0°30'23"E, A DISTANCE OF 100.02 FEET; (4) THENCE RUN N01°12'45"W, A DISTANCE OF 200.01 FEET; (5) THENCE RUN N00°30'23"E, A DISTANCE OF 100.02 FEET; (6) THENCE RUN NO0'38'22"W, A DISTANCE OF 200.00 FEET; (7) THENCE RUN NO1'47'07"W, A DISTANCE OF 100.02 FEET; (8) THENCE RUN N02°55'48"W, A DISTANCE OF 100.08 FEET; (9) THENCE RUN N00°38'22"W, A DISTANCE OF 700.00 FEET; (10) THENCE RUN NO0°03'59"W, A DISTANCE OF 100.00 FEET; (11) THENCE RUN NO1°12'45"W, A DISTANCE OF 100.00 FEET; (12) THENCE RUN N00°03'59"W, A DISTANCE OF 100.00 FEET; (13) THENCE RUN N00°38'22"W, A DISTANCE OF 100.00 FEET; (14) THENCE RUN N00°47'44"W, A DISTANCE OF 99.80 FEET; (15) THENCE RUN N01°36'28"W, A DISTANCE OF 100.04 FEET; (16) THENCE RUN NO0°27'45"W, A DISTANCE OF 100.00 FEET; (17) THENCE RUN N00°06'38"E, A DISTANCE OF 100.00 FEET; (18) THENCE RUN N00°27'45"W, A DISTANCE OF 100.00 FEET; (19) THENCE RUN N01°02'07"W, A DISTANCE OF 100.02 FEET; (20) THENCE RUN N00°27'45"W, A DISTANCE OF 82.37 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF MIAMI STREET, RUN N89°45'24"E, A DISTANCE OF 2,616.52 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RUSSEL AVENUE, A SIXTY (60) FEET WIDE PUBLIC RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, RUN S00°10'04"E, A DISTANCE OF 635.69 FEET; THENCE RUN N89°41'01"E, A DISTANCE OF 15.00 FEET; THENCE RUN S00°20'21"E, A DISTANCE OF 1,015.00 FEET; THENCE, DEPARTING THE WESTERLY RIGHT-OF-WAY OF FIRST STREET, RUN N89°41'01"E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID EAST LINE, RUN SO0"20'21"E, A DISTANCE OF 883.28 FEET; THENCE, DEPARTING SAID EAST LINE, RUN S89°52'31"E, A DISTANCE OF 11.81 FEET; THENCE RUN N77°33'45"E, A DISTANCE OF 101.90 FEET; THENCE RUN S75°47'51"E, A DISTANCE OF 115.22 FEET; THENCE RUN S63°47'25"E, A DISTANCE OF 102.05 FEET; THENCE RUN S36°41'16"E, A DISTANCE OF 59.83 FEET; THENCE RUN N89°40'45"E, A DISTANCE OF 314.14 FEET; THENCE RUN SOO"19'47"E, A DISTANCE OF 666.53 FEET; THENCE RUN S89°40'40"W, A DISTANCE OF 331.88 FEET; THENCE RUN S00°11'59"E, A DISTANCE OF 1,331.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2), OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID SOUTH LINE, RUN N89°42'52"E, A DISTANCE OF 331.85 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN SOO"11'54"E, A DISTANCE OF 140.32 FEET; THENCE RUN S59°48'12"W, A DISTANCE OF 47.25 FEET; THENCE RUN S72°30'58"W, A DISTANCE OF 30.36 FEET; THENCE RUN S85°25'03"W, A DISTANCE OF 67.27 FEET; THENCE RUN S88°53'00"W, A DISTANCE OF 100.40 FEET; THENCE RUN N87°07'11"W, A DISTANCE OF 100.02 FEET; THENCE RUN N72°54'20"W, A DISTANCE OF 100.84 FEET; THENCE RUN N65°06'44"W, A DISTANCE OF 43.18 FEET; THENCE RUN N68°16'21"W, A DISTANCE OF 56.52 FEET; THENCE RUN N59°32'52"W, A DISTANCE OF 100.32 FEET; THENCE RUN N37°53'18"W, A DISTANCE OF 66.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF AFOREMENTIONED SECTION 14; THENCE, ALONG SAID SOUTH LINE, RUN S89'42'52"W, A DISTANCE OF 96.52 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN S00"12'04"E, A DISTANCE OF 1,276.44 FEET TO THE POINT OF BEGINNING.

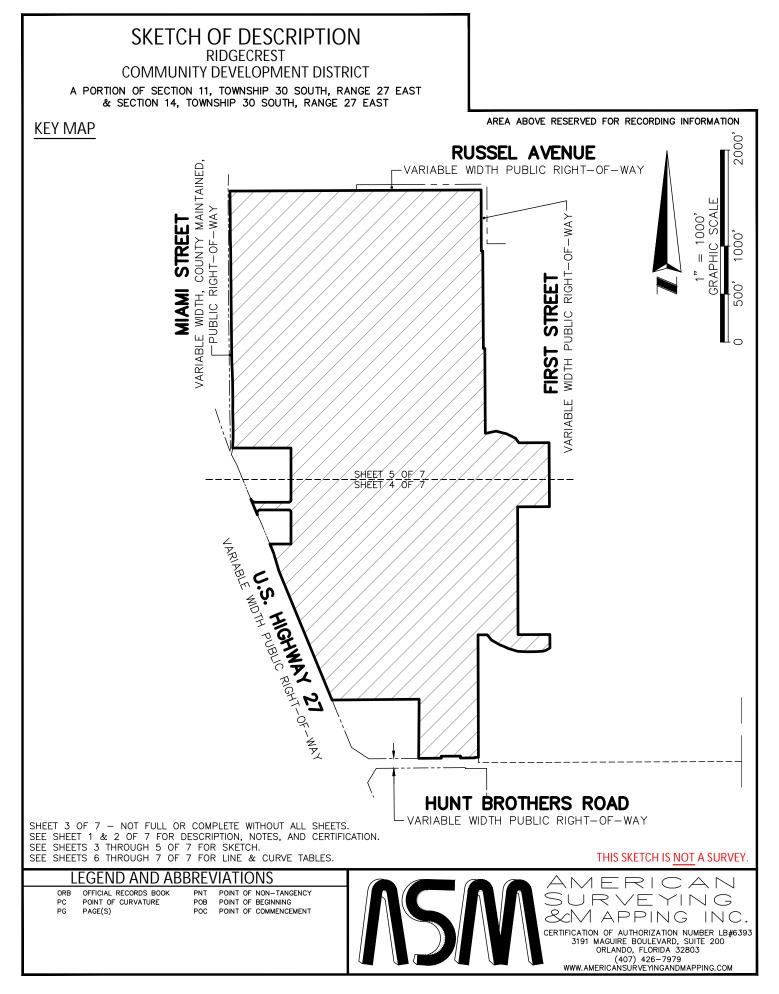
CONTAINING 13,562,947 SQUARE FEET OR 311.362 ACRES, MORE OR LESS.

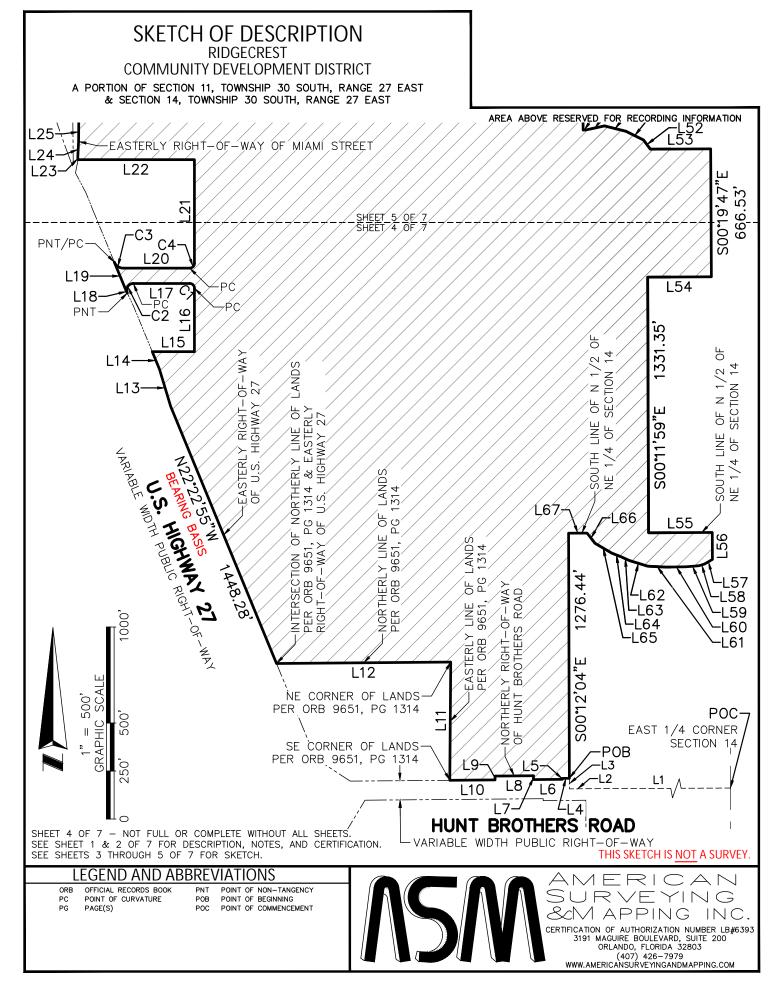
SHEET 2 OF 7 – NOT FULL OR COMPLETE WITHOUT ALL SHEETS. SEE SHEET 1 OF 7 FOR DESCRIPTION, NOTES, AND CERTIFICATION. SEE SHEETS 3 THROUGH 5 OF 7 FOR SKETCH. SEE SHEETS 6 THROUGH 7 OF 7 FOR LINE & CURVE TABLES.

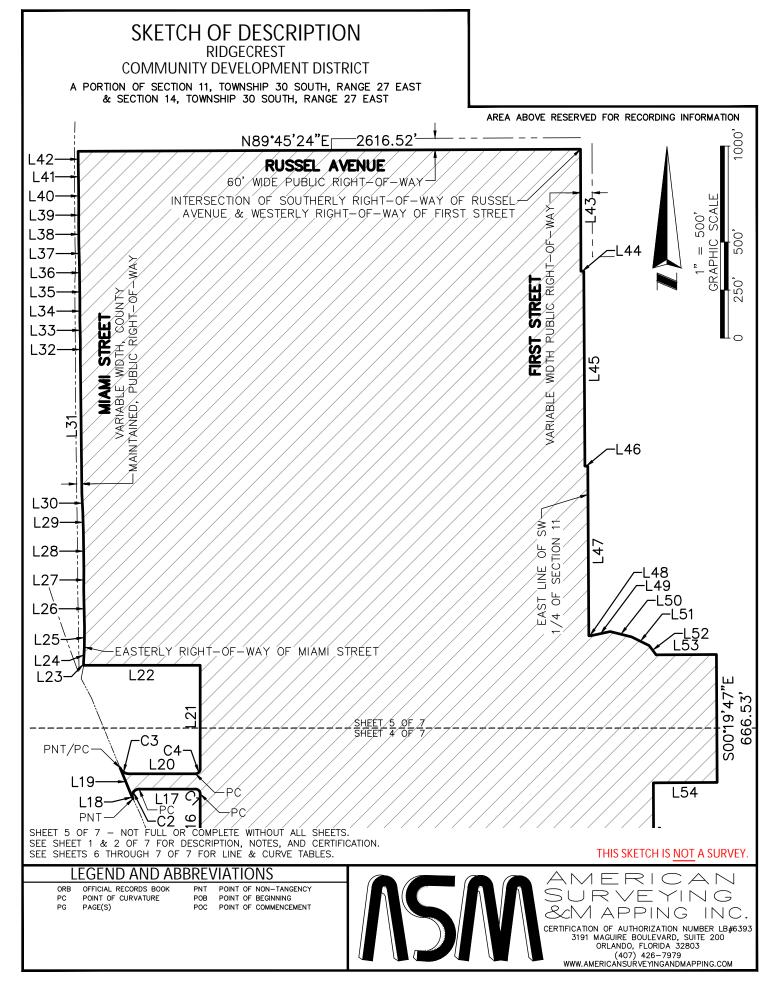
LEGEND AND ABBREVIATIONS

ORB OFFICIAL RECORDS BOOK PC POINT OF CURVATURE PG PAGE(S) PNT POINT OF NON-TANGENCY POB POINT OF BEGINNING POC POINT OF COMMENCEMENT THIS SKETCH IS NOT A SURVEY.

AMERICAN SURVEYING & APPING INC. CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM







SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

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| | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | |
| LINE | DIRECTION | LENGTH | LINE | DIRECTION | LENGTH | LINE | DIRECTION | LENGTH | |
| L1 | S89*45'03"W | 2654.55' | L16 | N0°00'00"E | 330.00' | L31 | N0°38'22"W | 700.00' | |
| L2 | S89 * 30'42"W | 85.00' | L17 | N90°00'00"W | 293.07' | L32 | N0°03'59"W | 100.00' | |
| L3 | N00"12'04"W | 55.00 ' | L18 | N25°14'40"W | 18.44' | L33 | N1°12'45"W | 100.00' | |
| L4 | S89°30'42"W | 37.27' | L19 | N22°22'55"W | 155.96' | L34 | N0°03'59"W | 100.00' | |
| L5 | S0°29'18"E | 5.00' | L20 | N90°00'00"E | 345.74' | L35 | N0°38'22"W | 100.00' | |
| L6 | S89 ° 30'42"W | 150.00' | L21 | N0°00'00"E | 540.00' | L36 | N0°47'44"W | 99.80' | |
| L7 | N0°29'18"W | 20.00' | L22 | N90°00'00"W | 607.19' | L37 | N1°36'28"W | 100.04' | |
| L8 | S89°30'42"W | 200.00' | L23 | N0°38'22"W | 12.57' | L38 | N0°27'45"W | 100.00' | |
| L9 | S0°29'18"E | 20.00' | L24 | N2°51'00"E | 82.15' | L39 | N0°06'38"E | 100.00' | |
| L10 | S89°30'42"W | 235.91' | L25 | N0°30'23"E | 100.02' | L40 | N0°27'45"W | 100.00' | |
| L11 | N0°28'00"E | 615.81' | L26 | N1°12'45"W | 200.01' | L41 | N1°02'07"W | 100.02' | |
| L12 | S89 ° 30'38"W | 907.16' | L27 | N0°30'23"E | 100.02' | L42 | N0°27'45"W | 82.37' | |
| L13 | N16°40'17"W | 201.00' | L28 | N0 ° 38'22"W | 200.00' | L43 | S0°10'04"E | 635.69' | |
| L14 | N22°22'55"W | 99.98' | L29 | N1°47'07"W | 100.02' | L44 | N89°41'01"E | 15.00' | |
| L15 | N90°00'00"E | 219.69' | L30 | N2°55'48"W | 100.08' | L45 | S0°20'21"E | 1015.00' | |

SHEET 6 OF 7 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS. SEE SHEET 1 & 2 OF 7 FOR DESCRIPTION, NOTES, AND CERTIFICATION. SEE SHEETS 3 THROUGH 5 OF 7 FOR SKETCH.

LEGEND AND ABBREVIATIONS

 ORB
 OFFICIAL
 RECORDS
 BOOK
 PNT
 POINT
 OF
 NON-TANGENCY

 PC
 POINT
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 PG
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 POINT
 OF
 COMMENCEMENT

THIS SKETCH IS NOT A SURVEY.

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& APPING INC. CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM

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SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT

A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

| | LINE TABLE | | | LINE TABLE | |
|------|----------------------|---------|------|----------------------|---------|
| LINE | DIRECTION | LENGTH | LINE | DIRECTION | LENGTH |
| L46 | N89 ° 41'01"E | 15.00' | L57 | S59 ° 48'12"W | 47.25' |
| L47 | S0°20'21"E | 883.28' | L58 | S72 ° 30'58"W | 30.36' |
| L48 | S89°52'31"E | 11.81' | L59 | S85°25'03"W | 67.27' |
| L49 | N77 ° 33'45"E | 101.90' | L60 | S88 * 53'00"W | 100.40' |
| L50 | S75°47'51"E | 115.22' | L61 | N87°07'11"W | 100.02' |
| L51 | S63°47'25"E | 102.05' | L62 | N72 ° 54'20"W | 100.84' |
| L52 | S36°41'16"E | 59.83' | L63 | N65°06'44"W | 43.18' |
| L53 | N89°40'45"E | 314.14' | L64 | N68 ° 16'21"W | 56.52' |
| L54 | S89 ° 40'40"W | 331.88' | L65 | N59 ° 32'52"W | 100.32' |
| L55 | N89°42'52"E | 331.85' | L66 | N37°53'18"W | 66.75' |
| L56 | S0 ° 11'54"E | 140.32' | L67 | S89*42'52"W | 96.52' |

| CURVE DATA | | | | | | | |
|------------|--------|---------------------|--------|--------|----------------------|--|--|
| CURVE | RADIUS | DELTA | LENGTH | CHORD | CHORD BEARING | | |
| C1 | 25.00' | 90 ° 00'00" | 39.27' | 35.36' | N45°00'00"W | | |
| C2 | 35.00' | 115 ° 14'39" | 70.40' | 59.12' | S32°22'40"W | | |
| C3 | 50.00' | 67 ° 37'05" | 59.01' | 55.64' | S56 ° 11'28"E | | |
| C4 | 25.00' | 90°00'00" | 39.27' | 35.36' | N45°00'00"E | | |

SHEET 7 OF 7 – NOT FULL OR COMPLETE WITHOUT ALL SHEETS. SEE SHEET 1 & 2 OF 7 FOR DESCRIPTION, NOTES, AND CERTIFICATION. SEE SHEETS 3 THROUGH 5 OF 7 FOR SKETCH.

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& APPING INC.

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM

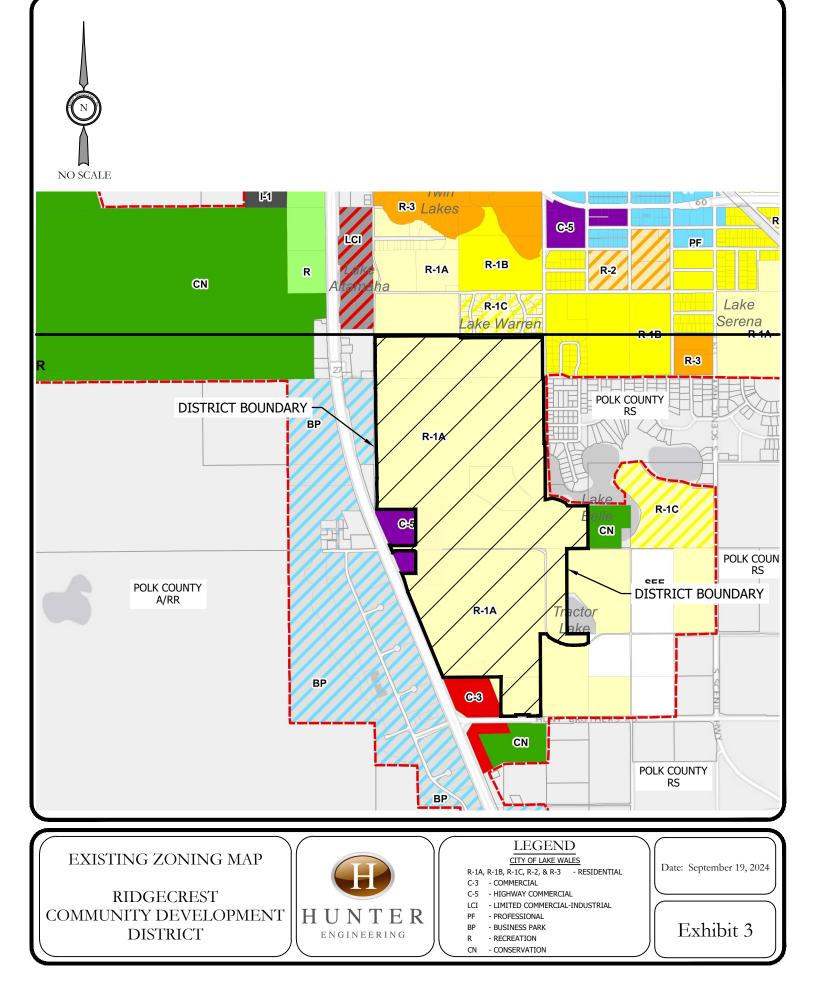
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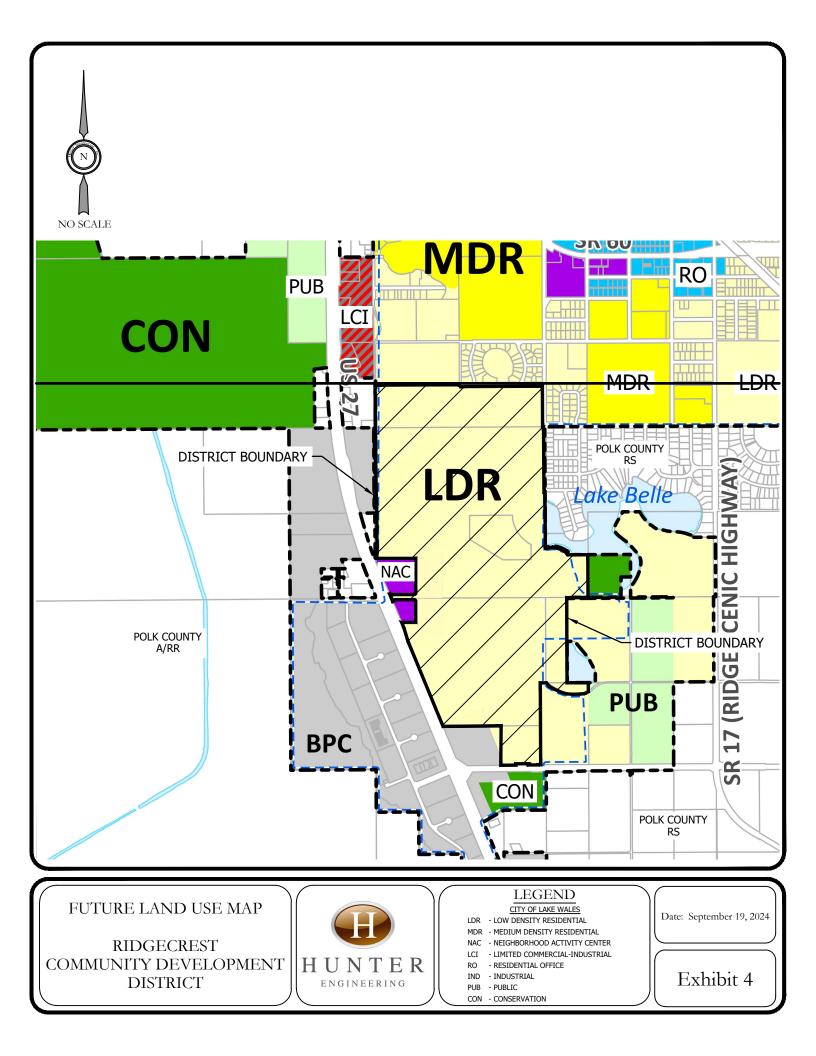
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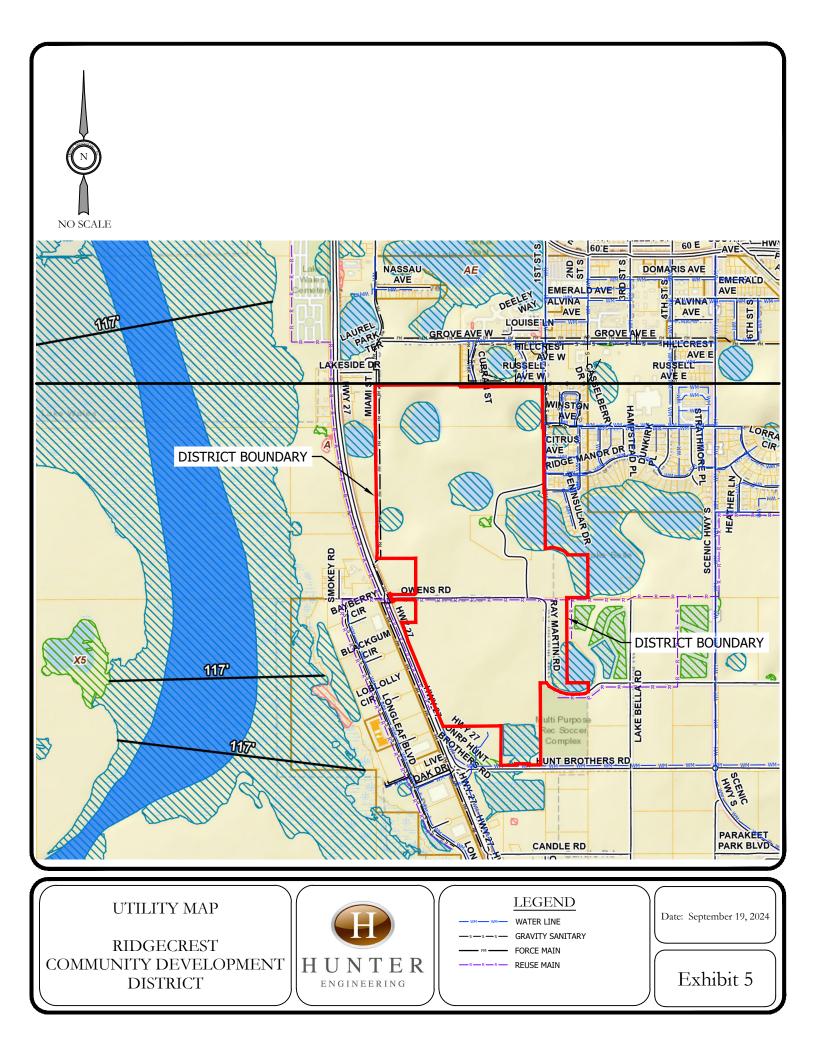
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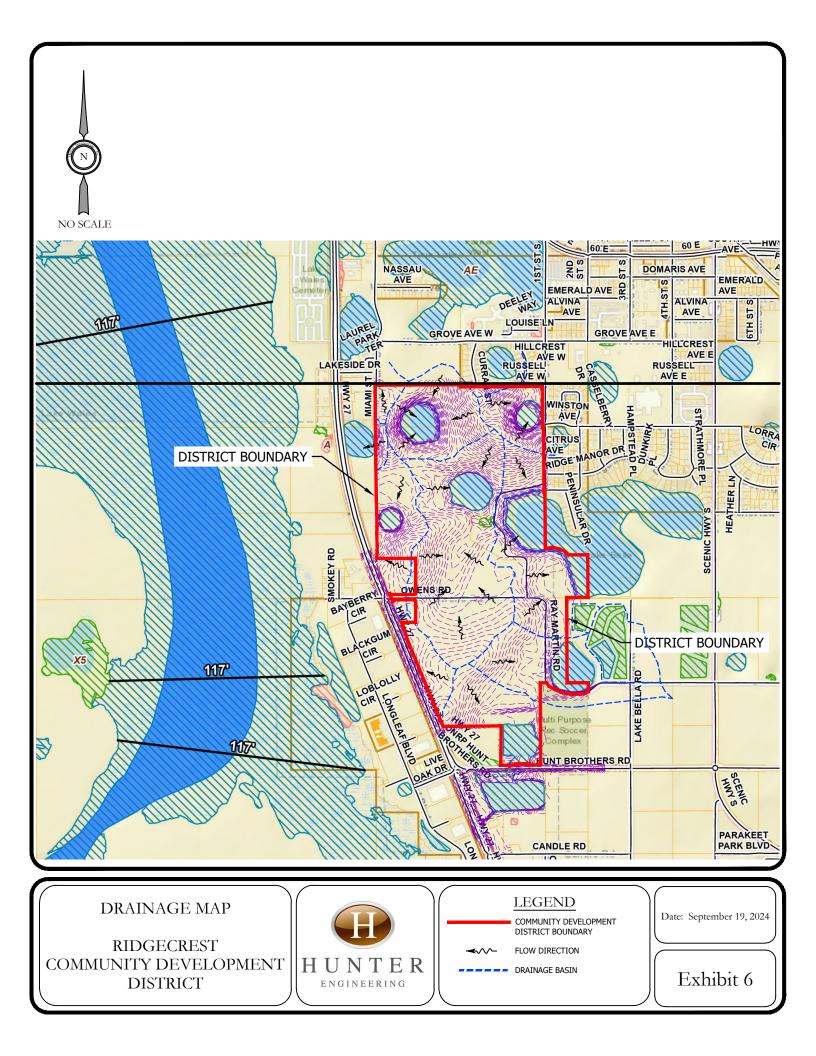


Exhibit 7

Ridgecrest Community Development District Summary of Proposed District Facilities

| District Infrastructure | Construction | Ownership | Capital Financing ⁽¹⁾ | Operation & Maintenance |
|---|-------------------------|--|----------------------------------|--|
| Offsite Improvements | District | FDOT & City of Lake Wales (Roadways) City of Lake Wales (Utilities) | District Bonds | FDOT & City of Lake Wales (Roadways) City of Lake Wales (Utilities) |
| Stormwater Facilities | District | District | District Bonds | District |
| Utilities (Water, Sewer, Reuse) | District | City of Lake Wales | District Bonds | \$5,700,000 |
| Conduit for Electrical & Street Lighting ⁽²⁾ | District ⁽²⁾ | Duke Energy/District ⁽²⁾ | District Bonds ⁽²⁾ | \$500,000 |
| Roadways & Parking Areas | District | District | District Bonds | District |
| Entry Feature, Signage & Landscaping | District | District | District Bonds | District |
| Parks & Recreational Facilities | District | District | District Bonds | District |

<u>Notes:</u>

1. Costs not funded by bonds will be funded by the developer.

The District shall enter into a lease with Duke Energy for the installation, maintenance and use of the street lighting within the Development. However, the underground conduit for the electrical lines will be installed by the District and the District will fund the differential cost of undergrounding the electrical lines.

Exhibit 8

Ridgecrest Community Development District Summary of Probable Costs

| Infrastructure ⁽¹⁾⁽⁹⁾ | Phase 1 409 Lots ⁽¹⁰⁾ 2025 | Phase 2 409 Lots ⁽¹¹⁾ 2026 | Phase 3 202 Lots ⁽¹²⁾ 2027 | Total 1020 Lots ⁽¹³⁾ 2025-2027 |
|---|--|--|--|--|
| Offsite Improvements ⁽⁶⁾ | \$3,200,000 | \$420,000 | \$0 | \$3,620,000 |
| Stormwater Facilities ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾ | \$10,200,000 | \$3,000,000 | \$1,500,000 | \$14,700,000 |
| Utilities (Water, Sewer, Reuse) ⁽⁵⁾⁽⁶⁾ | \$5,700,000 | \$5,770,000 | \$2,640,000 | \$14,110,000 |
| Conduit for Electrical & Street Lighting ⁽⁸⁾ | \$500,000 | \$500,000 | \$250,000 | \$1,250,000 |
| Roadways & Parking Areas ⁽⁴⁾⁽⁵⁾⁽⁶⁾ | \$4,000,000 | \$2,300,000 | \$1,100,000 | \$7,400,000 |
| Entry Features, Signage & Landscaping (6)(7) | \$2,650,000 | \$600,000 | \$200,000 | \$3,450,000 |
| Parks & Recreational Facilities ⁽⁶⁾ | \$2,000,000 | \$350,000 | \$200,000 | \$2,550,000 |
| Soft Costs (Consulting & Permit Related Fees) | \$1,600,000 | \$150,000 | \$75,000 | \$1,825,000 |
| Contingency (15%) | \$4,237,500 | \$1,941,000 | \$883,500 | \$7,062,000 |
| Totals | \$34,087,500 | \$15,031,000 | \$6,848,500 | \$55,967,000 |

Notes:

Infrastructure consists of offsite improvements, public roadway improvements, stormwater management facilities, master sanitary sewer lift station and 1. stilling setup for the long long long and sign and some and some time of facilities.

^{1.} utilities, entry feature, landscaping and signage, and parks and recreational facilities.

Excludes grading of each lot for initial pad construction and lot finishing in conjunction with home construction, both of which will be provided by

developer or homebuilder. The cost of transporting any fill to the private lots will not be financed by the District.

3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.

- 4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
- 5. Includes subdivision infrastructure and civil/site engineering.
- 6. Estimates are based on 2024 cost.
- 7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
- CDD will enter into an agreement with Duke Energy for the street light poles and lighting service. Only the differential cost of undergrounding of conduit in 8.
- *public right-of-way and on District land is included.*
- 9. Estimates based on infrastructure to support development of 1020 lots, phased as shown.
- 10. 409 front entry single family lots.
- 11. 409 front entry single family lots.
- 12. 202 front entry townhome lots.
- 13. 818 front entry single family lots and 202 front entry townhome lots

Exhibit B:

Master Assessment Methodology for Ridgaecrest Community Development District, dated October 9, 2024

MASTER

ASSESSMENT METHODOLOGY

FOR

RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT

Date: October 9, 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 Ridgecrest 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 Ridgecrest Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Ridgecrest 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 \$73,335,000 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 Engineer's Report dated October 9, 2024 prepared by Hunter Engineering, 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 170, 190, and 197 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 311.36 acres within the City of Lake Wales, Florida in Polk County, Florida. The development program currently envisions approximately 1,020 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 facilities, utilities (water, sewer, reuse), conduit for electrical & street lighting, roadways & parking areas, entry features signage & landscaping, parks & recreational facilities, soft costs 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 \$55,967,000. 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 \$73,335,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by 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 \$73,335,000 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 \$73,335,000 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 \$55,967,000. 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 \$73,335,000. 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 1,020 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 facilities, utilities (water, sewer, reuse), conduit for electrical & street lighting, roadways & parking areas, entry features signage & landscaping, parks & recreational facilities, soft costs and contingency. There are <u>*two*</u> product types within the planned development. The Single Family unit 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 facilities, utilities (water, sewer, reuse), conduit for electrical & street lighting, roadways & parking areas, entry features signage & landscaping, parks & recreational facilities, soft costs 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 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM MASTER ASSESSMENT METHODOLOGY

| Product Types | Phase 1 | Phase 2 | Phase 3 | Totals* | ERUs per Unit (1) | Total ERUs |
|---------------|---------|---------|---------|---------|-------------------|------------|
| Townhome | 0 | 0 | 202 | 202 | 0.75 | 151.50 |
| Single Family | 409 | 409 | 0 | 818 | 1.00 | 818.00 |
| Total Units | 409 | 409 | 202 | 1,020 | | 969.50 |

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family unit equal to 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT INFRASTRUCTURE COST ESTIMATES MASTER ASSESSMENT METHODOLOGY

| Capital Improvement Plan ("CIP") (1) | Phase 1 | Phase 1 Phase 2 | | Total Cost Estimate |
|--|---------------|-----------------|--------------|---------------------|
| Offsite Improvements | \$ 3,200,000 | \$ 420,000 | \$ - | \$ 3,620,000 |
| Stormwater Facilities | \$ 10,200,000 | \$ 3,000,000 | \$ 1,500,000 | \$ 14,700,000 |
| Utilities (Water, Sewer, Reuse) | \$ 5,700,000 | \$ 5,770,000 | \$ 2,640,000 | \$ 14,110,000 |
| Conduit for Electrical & Street Lighting | \$ 500,000 | \$ 500,000 | \$ 250,000 | \$ 1,250,000 |
| Roadways & Parking Areas | \$ 4,000,000 | \$ 2,300,000 | \$ 1,100,000 | \$ 7,400,000 |
| Entry Features, Signage, & Landscaping | \$ 2,650,000 | \$ 600,000 | \$ 200,000 | \$ 3,450,000 |
| Parks & Recreational Facilities | \$ 2,000,000 | \$ 350,000 | \$ 200,000 | \$ 2,550,000 |
| Soft Costs | \$ 1,600,000 | \$ 150,000 | \$ 75,000 | \$ 1,825,000 |
| Contingency | \$ 4,237,500 | \$ 1,941,000 | \$ 883,500 | \$ 7,062,000 |
| | \$ 34,087,500 | \$ 15,031,000 | \$ 6,848,500 | \$ 55,967,000 |

(1) A detailed description of these improvements is provided in the Engineer's Report dated October 9, 2024

TABLE 3 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT BOND SIZING MASTER ASSESSMENT METHODOLOGY

Underwriters Discount

| Description | | Total | |
|-----------------------|----------------|------------|--|
| Construction Funds | \$ | 55,967,000 | |
| Debt Service Reserve | \$ | 5,615,807 | |
| Capitalized Interest | \$ | 9,533,550 | |
| Underwriters Discount | \$ | 1,466,700 | |
| Cost of Issuance | \$ | 750,000 | |
| Rounding | \$ | 1,943 | |
| Par Amount* | \$ | 73,335,000 | |
| Bond Assumptions: | | | |
| Average Coupon | | 6.50% | |
| Amortization | | 30 years | |
| Capitalized Interest | | 24 Months | |
| Debt Service Reserve | Max Annual D/S | | |

* 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

2%

TABLE 4 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF BENEFIT MASTER ASSESSMENT METHODOLOGY

| | | | | | Total | Improvements | | |
|---------------|---------|--------|-------|-----------------|-------|---------------|-----|--------------|
| | No. of | ERU | Total | | Cost | s Per Product | Im | provement |
| Product Types | Units * | Factor | ERUs | % of Total ERUs | | Туре | Cos | sts Per Unit |
| Townhome | 202 | 0.75 | 152 | 15.63% | \$ | 8,745,746 | \$ | 43,296 |
| Single Family | 818 | 1.00 | 818 | 84.37% | \$ | 47,221,254 | \$ | 57,728 |
| Totals | 1,020 | | 970 | 100.00% | \$ | 55,967,000 | | |

* Unit mix is subject to change based on marketing and other factors

TABLE 5 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY

| | | Total Improvements | | Allo | cation of Par Debt | Par Debt |
|---------------|----------------|--------------------|------------------|------|--------------------|-----------|
| Product Types | No. of Units * | Costs | Per Product Type | Р | er Product Type | Per Unit |
| Townhome | 202 | \$ | 8,745,746 | \$ | 11,459,776 | \$ 56,732 |
| Single Family | 818 | \$ | 47,221,254 | \$ | 61,875,224 | \$ 75,642 |
| Totals | 1,020 | \$ | 55,967,000 | \$ | 73,335,000 | |

* Unit mix is subject to change based on marketing and other factors

TABLE 6 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE MASTER ASSESSMENT METHODOLOGY

| | | All | ocation of Par | | | | Maximum | Net | Annual Debt | Gr | oss Annual Debt |
|---------------|---------|-----|----------------------------|-----|-------------|-------------|----------------|-----|-------------|------------------|-----------------|
| | No. of | De | Debt Per Product Total Par | | A | Annual Debt | Assessment Per | | Ass | essment Per Unit | |
| Product Types | Units * | | Туре | Deb | ot Per Unit | | Service | | Unit | | (1) |
| Townhome | 202 | \$ | 11,459,776 | \$ | 56,732 | \$ | 877,560 | \$ | 4,344 | \$ | 4,671 |
| Single Family | 818 | \$ | 61,875,224 | \$ | 75,642 | \$ | 4,738,246 | \$ | 5,792 | \$ | 6,228 |
| Totals | 1,020 | \$ | 73,335,000 | | | \$ | 5,615,807 | | | | |

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT PRELIMINARY ASSESSMENT ROLL MASTER ASSESSMENT METHODOLOGY

| Owner | Property* | Net Acres | Total Par Debt Allocation Per Total Par Debt Acre Allocated | | Net Annual Debt Assessment Allocation | | Deb | ross Annual t Assessment llocation (1) |
|-------------------------------|----------------|-----------|---|---------------|---|-----------|-----|--|
| RIDGECREST OF LAKES WALES LLC | RIDGECREST CDD | 311.36 | \$ 235,531 | \$ 73,335,000 | \$ | 5,615,807 | \$ | 6,038,502 |
| Totals | | 311.36 | | \$ 73,335,000 | \$ | 5,615,807 | \$ | 6,038,502 |

(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 | \$5,615,807 |

* - See Metes and Bounds, attached as Exhibit A

Exhibit A

SKETCH OF DESCRIPTION RIDGECREST

COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THIS SKETCH IS NOT A SURVEY.

DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST AND THE NORTHEAST AND NORTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, RUN S89°45'03"W, A DISTANCE OF 2,654.55 FEET TO A POINT MARKING THE CENTER OF SECTION 14; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (1/4) OF SECTION 14, RUN S89'30'42"W, A DISTANCE OF 85.00 FEET; THENCE RUN NO0"12'04"W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HUNT BROTHERS ROAD, BEING A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND THE POINT OF BEGINNING; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN S89"30'42"W, A DISTANCE OF 37.27 FEET; THENCE RUN S00"29'18"E, A DISTANCE OF 5.00 FEET; THENCE RUN S89"30'42"W, A DISTANCE OF 150.00 FEET; THENCE RUN NO0"29'18"W, A DISTANCE OF 20.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 200.00 FEET; THENCE RUN S00'29'18"E, A DISTANCE OF 20.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 235.91 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER TO LANDS DESCRIBED IN THE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF POLK. COUNTY, FLORIDA KNOWN AS OFFICIAL RECORDS BOOK 9651, PAGE 1314; THENCE, ALONG THE EASTERLY LINE OF SAID LANDS, RUN NO0°28'00"E, A DISTANCE OF 615.81 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT; THENCE, ALONG THE NORTHERLY LINE OF SAID LANDS, RUN S89°30'38"W, A DISTANCE OF 907.16 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LANDS AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY, RUN N22°22'55"W, A DISTANCE OF 1,448.28 FEET; THENCE RUN N16°40'17"W, A DISTANCE OF 201.00 FEET; THENCE RUN N22°22'55"W, A DISTANCE OF 99.98 FEET; THENCE, DEPARTING SAID SAID RIGHT-OF-WAY LINE, RUN N90°00'00"E, A DISTANCE OF 219.69 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 330.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90*00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45"00"00"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 39.27 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 293.07 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 115"14'39", AND A CHORD LENGTH OF 59.12 FEET WHICH BEARS S32°22'40"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 70.40 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE, ALONG SAID LINE, NON-TANGENT TO SAID CURVE, RUN N25"14'40"W, A DISTANCE OF 18.44 FEET; THENCE, CONTINUING ALONG THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE, RUN N22°22'55"W, A DISTANCE OF 155.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 67"37"O5", AND A CHORD LENGTH OF 55.64 FEET WHICH BEARS S56"11'28"E; (SEE SHEET 2 OF 7)

SURVEYOR'S NOTES

220250_RIDGECREST.DW

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE 1 TITLE OR USE OF THE LAND 2. NO IMPROVEMENTS HAVE BEEN LOCATED. 3. NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4. THIS DOCUMENT CONSISTS OF 7 PAGES NOT FULL OR COMPLETE WITHOUT ALL.

- 5. BEARINGS SHOWN HEREON ARE BASED ON EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, WHICH BEARS NORTH 22'22'55" WEST, ASSUMED. 6. THIS IS NOT A BOUNDARY SURVEY, BUT A GRAPHICAL REPRESENTATION OF THE LEGAL DESCRIPTION INCLUDED HEREIN.
- SHEET 1 OF 7 SHEET 2 OF 7 FOR CONTINUATION OF DESCRIPTION.

SEE SHEET 3 THROUGH 5 OF 7 FOR SKETCH. SEE SHEETS 6 THROUGH 7 OF 7 FOR LINE & CURVE TABLES.

| SKETCH OF DESCRIPTIC RIDGECREST COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOL RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA | ITH, | | I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. |
|---|------|---|---|
| <u>JOB NO.: 220250</u> DATE REVISIONS SCALE: 1"=500' | TECH | AMERICAN | |
| FIELD DATE: | | SURVEYING | |
| FIELD BY: | | & APPING INC. | |
| | | CONALING INC. | E. GLENN TURNER, PSM #5643 |
| DRAWN BY: EGW | | CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 | |
| APPROVED BY: | | 3191 MAGUIRE BOULEVARD, SUITE 200 | |
| DRAWING FILE # | | ORLANDO, FLORIDA 32803 | |

(407) 426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM

DATE:

SKETCH OF DESCRIPTION RIDGECREST COMMUNITY DEVELOPMENT DISTRICT A PORTION OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST & SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST

DESCRIPTION CONTINUED

AREA ABOVE RESERVED FOR RECORDING INFORMATION

THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 59.01 FEET: THENCE RUN N90°00'00'E. A DISTANCE OF 345.74 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90'00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45'00'00"E: THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE. RUN A DISTANCE OF 39.27 FEET; THENCE RUN NO0°00'00'E, A DISTANCE OF 540.00 FEET; THENCE RUN N90°00'00'W, A DISTANCE OF 607.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MIAMI STREET, A COUNTY MAINTAINED, VARIABLE WIDTH, PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWENTY (20) COURSES, (1) RUN NO0"38'22"W, A DISTANCE OF 12.57 FEET; (2) THENCE RUN NO2"51'00"E, A DISTANCE OF 82.15 FEET; (3) THENCE RUN NO0°30'23"E, A DISTANCE OF 100.02 FEET; (4) THENCE RUN NO1°12'45"W, A DISTANCE OF 200.01 FEET; (5) THENCE RUN NO0°30'23"E, A DISTANCE OF 100.02 FEET; (6) THENCE RUN NO0'38'22"W, A DISTANCE OF 200.00 FEET; (7) THENCE RUN NO1'47'07"W, A DISTANCE OF 100.02 FEET; (8) THENCE RUN N02°55'48"W, A DISTANCE OF 100.08 FEET; (9) THENCE RUN N00°38'22"W, A DISTANCE OF 700.00 FEET; (10) THENCE RUN NO0°03'59"W, A DISTANCE OF 100.00 FEET; (11) THENCE RUN NO1°12'45"W, A DISTANCE OF 100.00 FEET; (12) THENCE RUN N00°03'59"W, A DISTANCE OF 100.00 FEET; (13) THENCE RUN N00°38'22"W, A DISTANCE OF 100.00 FEET; (14) THENCE RUN N00°47'44"W, A DISTANCE OF 99.80 FEET; (15) THENCE RUN N01°36'28"W, A DISTANCE OF 100.04 FEET; (16) THENCE RUN NO0°27'45"W, A DISTANCE OF 100.00 FEET; (17) THENCE RUN N00°06'38"E, A DISTANCE OF 100.00 FEET; (18) THENCE RUN N00°27'45"W, A DISTANCE OF 100.00 FEET; (19) THENCE RUN N01°02'07"W, A DISTANCE OF 100.02 FEET; (20) THENCE RUN N00°27'45"W, A DISTANCE OF 82.37 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF MIAMI STREET, RUN N89°45'24"E, A DISTANCE OF 2,616.52 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RUSSEL AVENUE, A SIXTY (60) FEET WIDE PUBLIC RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, RUN S00"10'04"E, A DISTANCE OF 635.69 FEET; THENCE RUN N89°41'01"E, A DISTANCE OF 15.00 FEET; THENCE RUN S00°20'21"E, A DISTANCE OF 1,015.00 FEET; THENCE, DEPARTING THE WESTERLY RIGHT-OF-WAY OF FIRST STREET, RUN N89°41'01"E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID EAST LINE, RUN SO0"20'21"E, A DISTANCE OF 883.28 FEET; THENCE, DEPARTING SAID EAST LINE, RUN S89°52'31"E, A DISTANCE OF 11.81 FEET; THENCE RUN N77°33'45"E, A DISTANCE OF 101.90 FEET; THENCE RUN S75°47'51"E, A DISTANCE OF 115.22 FEET; THENCE RUN S63°47'25"E, A DISTANCE OF 102.05 FEET; THENCE RUN S36°41'16"E, A DISTANCE OF 59.83 FEET; THENCE RUN N89°40'45"E, A DISTANCE OF 314.14 FEET; THENCE RUN S00°19'47"E, A DISTANCE OF 666.53 FEET; THENCE RUN S89°40'40"W, A DISTANCE OF 331.88 FEET; THENCE RUN S00°11'59"E, A DISTANCE OF 1,331.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2), OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID SOUTH LINE, RUN N89°42'52"E, A DISTANCE OF 331.85 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN SOO"11'54"E, A DISTANCE OF 140.32 FEET; THENCE RUN S59*48'12"W, A DISTANCE OF 47.25 FEET; THENCE RUN S72*30'58"W, A DISTANCE OF 30.36 FEET; THENCE RUN \$85°25'03"W, A DISTANCE OF 67.27 FEET; THENCE RUN \$88°53'00"W, A DISTANCE OF 100.40 FEET; THENCE RUN N87°07'11"W, A DISTANCE OF 100.02 FEET; THENCE RUN N72°54'20"W, A DISTANCE OF 100.84 FEET; THENCE RUN N65°06'44"W, A DISTANCE OF 43.18 FEET; THENCE RUN N68°16'21"W, A DISTANCE OF 56.52 FEET; THENCE RUN N59°32'52"W, A DISTANCE OF 100.32 FEET; THENCE RUN N37°53'18"W, A DISTANCE OF 66.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF AFOREMENTIONED SECTION 14; THENCE, ALONG SAID SOUTH LINE, RUN S89'42'52"W, A DISTANCE OF 96.52 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN S00"12'04"E, A DISTANCE OF 1,276.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,562,947 SQUARE FEET OR 311.362 ACRES, MORE OR LESS.

SHEET 2 OF 7 - NOT FULL OR COMPLETE WITHOUT ALL SHEETS. SEE SHEET 1 OF 7 FOR DESCRIPTION, NOTES, AND CERTIFICATION. SEE SHEETS 3 THROUGH 5 OF 7 FOR SKETCH. SEE SHEETS 6 THROUGH 7 OF 7 FOR LINE & CURVE TABLES.

LEGEND AND ABBREVIATIONS

OFFICIAL RECORDS BOOK ORB POINT OF CURVATURE PG PAGE(S)

POINT OF NON-TANGENCY PNT POB POINT OF BEGINNING POC POINT OF COMMENCEMENT THIS SKETCH IS NOT A SURVEY.

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& APPING

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393 3191 MAGUIRE BOULEVARD, SUITE 200 ORLANDO, FLORIDA 32803 (407)

426-7979 WWW.AMERICANSURVEYINGANDMAPPING.COM

SECTION B

SECTION 1

RESOLUTION 2025-34

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIDGECREST 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 RIDGECREST COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of 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; and

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

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

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

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of 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 8th day of January 2025.

ATTEST:

RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Legal Description

<u>EXHIBIT A</u> LEGAL DESCRIPTION

DESCRIPTION

AREA ADOVE RESERVED FOR RECORDING INFORMATION

A PARCEL OF LAND LYING IN THE NORTHWEST, SOUTHWEST, AND SOUTHEAST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST AND THE NORTHEAST AND NORTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, RUN S89'45'03"W, A DISTANCE OF 2,654.55 FEET TO A POINT MARKING THE CENTER OF SECTION 14: THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (1/4) OF SECTION 14, RUN S89'30'42"W, A DISTANCE OF 85.00 FEET; THENCE RUN NOO'12'04"W, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF HUNT BROTHERS ROAD, BEING A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND THE POINT OF BEGINNING; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, RUN S89'30'42"W, A DISTANCE OF 37.27 FEET; THENCE RUN S00'29'18"E, A DISTANCE OF 5.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 150.00 FEET; THENCE RUN N00'29'18"W, A DISTANCE OF 20.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 200.00 FEET; THENCE RUN S00'29'18"E, A DISTANCE OF 20.00 FEET; THENCE RUN S89'30'42"W, A DISTANCE OF 235.91 FEET TO A POINT BEING THE SOUTHEASTERLY CORNER TO LANDS DESCRIBED IN THE INSTRUMENT RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA KNOWN AS OFFICIAL RECORDS BOOK 9651, PAGE 1314; THENCE, ALONG THE EASTERLY LINE OF SAID LANDS, RUN NO0'28'00"E, A DISTANCE OF 615.81 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT; THENCE, ALONG THE NORTHERLY LINE OF SAID LANDS, RUN S89'30'38"W, A DISTANCE OF 907.16 FEET TO A POINT MARKING THE INTERSECTION OF THE NORTHERLY LINE OF SAID LANDS AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY, RUN N22'22'55"W, A DISTANCE OF 1,448.28 FEET; THENCE RUN N16'40'17"W, A DISTANCE OF 201.00 FEET; THENCE RUN N22'22'55"W, A DISTANCE OF 99.98 FEET; THENCE, DEPARTING SAID SAID RIGHT-OF-WAY LINE, RUN N90'0000E, A DISTANCE OF 219.69 FEET; THENCE RUN N00'0000E, A DISTANCE OF 330.00 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90'00'00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45'00'00"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 39.27 FEET; THENCE RUN N90'00 00 W, A DISTANCE OF 293.07 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 115"14'39", AND A CHORD LENGTH OF 59.12 FEET WHICH BEARS S32'22'40"W; THENCE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 70.40 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE, ALONG SAID LINE, NON-TANGENT TO SAID CURVE, RUN N25'14'40"W, A DISTANCE OF 18.44 FEET; THENCE, CONTINUING ALONG THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE, RUN N22'22'55"W, A DISTANCE OF 155.96 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 67'37'05", AND A CHORD LENGTH OF 55.64 FEET WHICH BEARS S56'11'28"E;

(SEE SHEET 2 OF 7)

DESCRIPTION CONTINUED

THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 59.01 FEET: THENCE RUN N90'00 00 €. A DISTANCE OF 345.74 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90"00", AND A CHORD LENGTH OF 35.36 FEET WHICH BEARS N45'00'00"E; THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, RUN A DISTANCE OF 39.27 FEET; THENCE RUN N00'00⊕0 €, A DISTANCE OF 540.00 FEET; THENCE RUN N90'00⊕0 ₩, A DISTANCE OF 607.19 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MIAMI STREET, A COUNTY MAINTAINED, VARIABLE WIDTH, PUBLIC RIGHT-OF-WAY; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING TWENTY (20) COURSES, (1) RUN NO0'38'22"W, A DISTANCE OF 12.57 FEET; (2) THENCE RUN NO2'51'00"E, A DISTANCE OF 82.15 FEET; (3) THENCE RUN N00'30'23"E, A DISTANCE OF 100.02 FEET; (4) THENCE RUN N01'12'45"W, A DISTANCE OF 200.01 FEET; (5) THENCE RUN N00'30'23"E, A DISTANCE OF 100.02 FEET; (6) THENCE RUN N00'38'22"W, A DISTANCE OF 200.00 FEET; (7) THENCE RUN N01'47'07"W, A DISTANCE OF 100.02 FEET; (8) THENCE RUN NO2'55'48"W, A DISTANCE OF 100.08 FEET; (9) THENCE RUN NO0'38'22"W, A DISTANCE OF 700.00 FEET; (10) THENCE RUN N00'03'59"W, A DISTANCE OF 100.00 FEET; (11) THENCE RUN N01"12'45"W, A DISTANCE OF 100.00 FEET; (12) THENCE RUN NO0'03'59"W, A DISTANCE OF 100.00 FEET; (13) THENCE RUN NO0'38'22"W, A DISTANCE OF 100.00 FEET; (14) THENCE RUN N00'47'44"W, A DISTANCE OF 99.80 FEET; (15) THENCE RUN N01'36'28"W, A DISTANCE OF 100.04 FEET; (16) THENCE RUN NO0'27'45"W, A DISTANCE OF 100.00 FEET; (17) THENCE RUN N00'06'38"E, A DISTANCE OF 100.00 FEET; (18) THENCE RUN N00'27'45"W, A DISTANCE OF 100.00 FEET; (19) THENCE RUN NO1'02'07"W, A DISTANCE OF 100.02 FEET; (20) THENCE RUN NO0'27'45"W, A DISTANCE OF 82.37 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF MIAMI STREET, RUN N89'45'24"E, A DISTANCE OF 2,616.52 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RUSSEL AVENUE, A SIXTY (60) FEET WIDE PUBLIC RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET, RUN S00"10"04"E, A DISTANCE OF 635.69 FEET; THENCE RUN N89'41'01"E, A DISTANCE OF 15.00 FEET; THENCE RUN S00'20'21"E, A DISTANCE OF 1,015.00 FEET; THENCE, DEPARTING THE WESTERLY RIGHT-OF-WAY OF FIRST STREET, RUN N89'41'01"E, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER (1/4) OF SECTION 11, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID EAST LINE, RUN S00'20'21"E, A DISTANCE OF 883.28 FEET; THENCE, DEPARTING SAID EAST LINE, RUN S89'52'31"E, A DISTANCE OF 11.81 FEET; THENCE RUN N77*33'45"E, A DISTANCE OF 101.90 FEET; THENCE RUN S75*47'51"E, A DISTANCE OF 115.22 FEET; THENCE RUN S63'47'25"E, A DISTANCE OF 102.05 FEET; THENCE RUN S36'41'16"E, A DISTANCE OF 59.83 FEET; THENCE RUN N89'40'45"E, A DISTANCE OF 314.14 FEET; THENCE RUN S00'19'47"E, A DISTANCE OF 666.53 FEET; THENCE RUN S89'40'40"W, A DISTANCE OF 331.88 FEET; THENCE RUN S00'11'59"E, A DISTANCE OF 1,331.35 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2), OF THE NORTHEAST QUARTER (1/4) OF SECTION 14, TOWNSHIP 30 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA; THENCE, ALONG SAID SOUTH LINE, RUN N89'42'52"E, A DISTANCE OF 331.85 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN SOO"11'54"E, A DISTANCE OF 140.32 FEET; THENCE RUN S59'48'12"W, A DISTANCE OF 47.25 FEET; THENCE RUN S72'30'58"W, A DISTANCE OF 30.36 FEET; THENCE RUN S85'25'03"W, A DISTANCE OF 67.27 FEET; THENCE RUN S88'53'00"W, A DISTANCE OF 100.40 FEET; THENCE RUN N87'07'11"W, A DISTANCE OF 100.02 FEET; THENCE RUN N72'54'20"W, A DISTANCE OF 100.84 FEET; THENCE RUN N65'06'44"W, A DISTANCE OF 43.18 FEET; THENCE RUN N68'16'21"W, A DISTANCE OF 56.52 FEET; THENCE RUN N59'32'52"W, A DISTANCE OF 100.32 FEET; THENCE RUN N37'53'18"W, A DISTANCE OF 66.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF AFOREMENTIONED SECTION 14; THENCE, ALONG SAID SOUTH LINE, RUN S89'42'52"W, A DISTANCE OF 96.52 FEET; THENCE, DEPARTING SAID SOUTH LINE, RUN S00"12'04"E, A DISTANCE OF 1,276.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,562,947 SQUARE FEET OR 311.362 ACRES, MORE OR LESS.

SECTION C

SECTION 1

RESOLUTION 2025-35

THE ANNUAL APPROPRIATION RESOLUTION OF RIDGECREST COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE REMAINDER OF THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ridgecrest community Development District ("**District**") was established on August 6, 2024, by the City Commission in and for the City of Lake Wales, Florida; and

WHEREAS, the District Manager submitted to the Board of Supervisors ("Board") of Ridgecrest Community Development District ("District") a proposed budget ("Proposed Budget") for the remainder of the fiscal year ending September 30, 2025 ("Fiscal Year 2024/2025") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for

Ridgecrest Community Development District for the Fiscal Year Ending September 30, 2025."

d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sum of \$_______ to be raised pursuant to a developer funding agreement or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND \$

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within sixty (60) days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

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

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

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

PASSED AND ADOPTED THIS 8TH DAY OF JANUARY 2025.

ATTEST:

RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A: Budget

Ridgecrest Community Development District

Proposed Budget FY2025



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Ridgecrest

Community Development District

Proposed Budget

General Fund

| Description | Proposed Budget FY2025 | | |
|--------------------------------|------------------------------|--|--|
| Revenues | | | |
| Developer Contributions | \$ 134,959 | | |
| Total Revenues | \$ 134,959 | | |
| Expenditures | | | |
| General & Administrative | | | |
| Supervisor Fees | \$ 12,000 | | |
| FICA Expenditures | \$ 918 | | |
| Engineering | \$ 15,000 | | |
| Attorney | \$ 25,000 | | |
| Arbitrage | \$ 450 | | |
| Dissemination | \$ 5,000 | | |
| Trustee Fees | \$ 4,041 | | |
| Management Fees | \$ 40,000 | | |
| Information Technology | \$ 1,800 | | |
| Website Maintenance ** | \$ 2,950 | | |
| Postage & Delivery | \$ 1,000 | | |
| Insurance | \$ 5,000 | | |
| Copies | \$ 1,000 | | |
| Legal Advertising | \$ 15,000 | | |
| Other Current Charges | \$ 5,000 | | |
| Office Supplies | \$ 625 | | |
| Dues, Licenses & Subscriptions | \$ 175 | | |
| Total Expenditures | \$ 134,959 | | |
| Excess Revenues/(Expenditures) | \$ - | | |

**Budget amount includes a one-time website creation fee.

Ridgecrest Community Development District General Fund Narrative

Revenues:

Developer Contributions

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

Expenditures:

General & Administrative:

Supervisor Fees

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

FICA Expenditures

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

<u>Engineering</u>

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

<u>Attorney</u>

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

<u>Arbitrage</u>

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

Dissemination

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

<u>Trustee Fees</u>

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

Ridgecrest Community Development District General Fund Narrative

<u>Management Fees</u>

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

Information Technology

Represents costs with Governmental Management Services – Central Florida, LLC related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

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

Postage & Delivery

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

<u>Insurance</u>

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

<u>Copies</u>

Printing and agenda items for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

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

Other Current Charges

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

Office Supplies

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

Dues, Licenses & Subscriptions

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

SECTION D

SECTION 1

RESOLUTION 2025-36

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIDGECREST COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ridgecrest 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 City of Lake Wales, 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 RIDGECREST 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 8th day of January 2025.

ATTEST:

RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure

Exhibit A Rules of Procedure

RULES OF PROCEDURE RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF January 8, 2025

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Rule 1.0 General.

- (1) The Ridgecrest Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (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) <u>Board of Supervisors.</u> 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) <u>Officers.</u> 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) <u>Committees.</u> 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) <u>Record Book.</u> 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) <u>Meetings.</u> 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) <u>Voting Conflict of Interest.</u> 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, 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) <u>District Offices.</u> 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) <u>Public Records.</u> 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) <u>Service Contracts.</u> 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.
- Fees; Copies. Copies of public records shall be made available to the requesting (4) 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 $8\frac{1}{2}$ 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 gualified 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) <u>Records Retention</u>. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) <u>Financial Disclosure Coordination.</u> 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.

- Notice. Except in emergencies, or as otherwise required by statute or these Rules, (1)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 forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at [###-####-####]. 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) <u>Mistake.</u> 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 available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. 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) <u>Minutes.</u> 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) <u>Special Requests.</u> 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 prepay 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) <u>Public Comment.</u> 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) <u>Budget Hearing.</u> 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) <u>Public Hearings.</u> 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) <u>Participation by Teleconference/Videoconference</u>. 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) <u>Board Authorization.</u> 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) <u>Continuances.</u> 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) <u>Attorney-Client Sessions.</u> 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) <u>Commencement of Proceedings.</u> 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) <u>Notice of Rule Development.</u>
 - (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) <u>Notice of Proceedings and Proposed Rules.</u>
 - (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) <u>Rule Development Workshops.</u> 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) <u>Petitions to Initiate Rulemaking.</u> 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) <u>Rulemaking Materials.</u> 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) <u>Hearing.</u> 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. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) <u>Emergency Rule Adoption.</u> 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) <u>Negotiated Rulemaking</u>. 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) <u>Rulemaking Record.</u> 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) <u>Petitions to Challenge Existing Rules.</u>
 - (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) <u>Variances and Waivers.</u> A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
 - (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of 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) <u>Rates, Fees, Rentals and Other Charges.</u> 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.

- <u>Purpose and Scope.</u> 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, designbuild services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) <u>Board Authorization</u>. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) <u>Definitions.</u>
 - (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 performancebased 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.
- (1) "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 to Bid, Request for Proposals, 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) <u>Scope.</u> 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 by the District to exceed the threshold mount provided in Section 287.017 of the fee for Professional Services is estimated by the District to exceed the threshold mount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) <u>Qualifying Procedures.</u> 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) <u>Competitive Selection.</u>
 - (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) <u>Competitive Negotiation.</u>
 - (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) <u>Contracts; Public Records.</u> 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) <u>Continuing Contract.</u> Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) <u>Emergency Purchase.</u> 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) <u>Definitions.</u>
 - (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) <u>Establishment of Auditor Selection Committee.</u> 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) <u>Establishment of Minimum Qualifications and Evaluation Criteria.</u> 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) <u>Minimum Qualifications.</u> 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) <u>Public Announcement.</u> 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) <u>Request for Proposals.</u> 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) <u>Committee's Evaluation of Proposals and Recommendation.</u> 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) <u>Board Selection of Auditor.</u>

- (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) <u>Contract.</u> 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) <u>Notice of Award.</u> 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) <u>Scope.</u> 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) <u>Procedure.</u> 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) <u>Scope.</u> 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) <u>Procedure.</u> When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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) <u>Suspension, Revocation, or Denial of Qualification</u>

- (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) <u>Scope.</u> 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) <u>Procedure.</u> 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.
 - Notice of the Invitation to Bid, Request for Proposals, Invitation to (b) 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) <u>Sole Source; Government.</u> 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) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchases.</u> 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) <u>Exceptions.</u> 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) <u>Scope.</u> 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) <u>Procedure.</u>
 - (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) <u>Qualifications-Based Selection</u>. 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) <u>Competitive Proposal-Based Selection.</u> 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 In consultation with the Design Criteria District. 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 Should the Board be unable to must be terminated. 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) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchase.</u> 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) <u>Exceptions.</u> 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) <u>Scope.</u> 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) <u>Required Bond.</u> 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) <u>Discretionary Bond.</u> 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) <u>Purpose and Scope.</u> 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) <u>Procedure.</u> 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 prequalified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five (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) <u>Goods, Supplies, and Materials included in a Construction Contract Awarded</u> <u>Pursuant to Rule 3.5 or 3.6.</u> 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) <u>Exemption.</u> 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) <u>Renewal.</u> 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) <u>Emergency Purchases.</u> 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) <u>Scope.</u> 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) <u>Procedure.</u> 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) <u>Exemptions.</u> 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) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchases.</u> 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) <u>Contracts: Public Records.</u> 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) <u>Filing.</u>
 - (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 Oualifications, 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) <u>Contract Execution.</u> 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) <u>Informal Proceeding.</u> 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) <u>Formal Proceeding.</u> 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) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) <u>Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest.</u> 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 and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> 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 January 8, 2025 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 VI

SECTION A



November 18, 2024

Governmental Management Services – Central Florida, LLC c/o Jill Burns/Samantha Ham District Manager's Office 219 E. Livingston Street Orlando, FL 32801 (407) 841-5524

Subject: Statement of Qualifications Continuing Engineering Services Contract Ridgecrest Community Development District

Jill & Samantha,

As the owner and President of Hunter Engineering, Inc., I am very pleased to submit our Statement of Qualifications for the Continuing Contract referenced above. We are very thankful for this opportunity.

For over 25 years, we have provided a wide range of civil engineering services including:

- Paving, grading & drainage design
- Utility design
- Construction administration services
- Floodplain analysis and compensation
- Wetland analysis and mitigation
- Value engineering consulting
- Permitting
- Land planning

What follows are itemized responses to the information requested in the RFQ. Also included with this response is a completed Standard Form No. 330 (U.S. General Service Administration) and resumes of key personnel.

A. Professional Personnel

Hunter Engineering employs four civil design professionals. I am the President of the company and serve as the Engineer of Record on our design projects. John Schneider is our Civil Design Manager. Gregory Dees is our Senior Civil Designer. And Jack Durhan, E.I., is a Project Engineer. This small corporate model is by design and serves us well. Our design professionals have a vast amount of experience and are experts in the fields of civil site design and permitting. If Hunter Engineering is selected for this continuing contract, the District can rest assured that their engineering needs are in the hands of experienced experts with a long track record of providing quality service and value.

Primary staff assigned to this project include:

Bryan Hunter, P.E.

Professionally, I have over 29 years of experience in the civil engineering field. I established Hunter Engineering, Inc. over 25 years ago and continue to lead the company today. I am licensed as a professional engineer in the State of Florida. Prior to establishing Hunter Engineering, Inc., I served as an engineer with the Southwest Florida Water Management District where I received extensive training in stormwater system design and permitting. I also served as the County Engineer for Hardee County. This job gave me valuable experience and training in government affairs and all aspects of public works including roadway design and maintenance, bridge design, and utility design.

My role under the District's continuing contract will be to serve as District Engineer and to provide oversight to ensure we deliver our work with the highest level of quality and efficiency.

John A. Schneider

John Schneider has over 34 years of experience in the civil engineering field. All of this experience has been gained working here in Polk County. He has been with Hunter Engineering, Inc. for over 19 years. Mr. Schneider is regarded by many as one of the premier civil designers in this area. His knowledge of the civil engineering field and his "hands on" experience is extensive. He is detailed oriented and an extremely hard worker focused on completing quality projects and meeting the client's needs.

Mr. Schneider's role under the District's continuing contract will be to provide design and technical support. Mr. Schneider has an extensive amount of experience on similar subdivision work and he currently serves as the Project Manager for the engineering design of the Ridgecrest Subdivision.

Resumes are attached.

B. Certified Minority Business Information

The RFQ requires a response addressing our company's status as it relates to a minority/women owned business designation. Hunter Engineering is not certified as a Minority/Women Owned Business and we are not eligible for this certification based upon the gender and race of the owners. We would have the District know that Hunter Engineering has never, nor will we ever, discriminate against an employee or a potential sub-consultant based upon race or gender. We do occasionally employ sub-consultants which carry the M/WBE certification. We are committed personally and professionally to providing equal opportunity for all people. If given the opportunity in an interview, we would be happy to elaborate on this important matter.

C. Willingness to Meet Time & Budget Requirements

Commitment to project schedules and budget requirements are an essential aspect of every successful project. We understand this well. We are extremely conscientious about these matters and have a proven track record of committed service to our clients in this regard.

D. Past Experience & Performance

Hunter Engineering has over 25 years of experience in the design, permitting and construction management of a wide variety of projects, including many residential subdivisions similar to the Ridgecrest project. A short and recent list of projects is provided in Form 330 included with this RFQ response. More details of our relevant project experience can be provided upon request if needed. We currently serve at the District Engineer for the following CDDs.

- 1. Wind Meadows South CDD
- 2. Peace Creek Reserve CDD
- 3. Astonia CDD
- 4. Woodland Ranch Estates CDD
- 5. Lake Mattie Preserve CDD.

The scope of responsibilities required for the task is well within our capabilities.

E. Geographic Location of Office

Our office is located at 4900 Dundee Road, Winter Haven, FL. In terms of drive time, we are approximately 22 minutes (13 miles) away from the Ridgecrest CDD.

F. Current & Projected Workloads

We are as busy now as we have ever been. We have over 25 projects in some phase of development (Planning, Design, Permitting, Construction). Nevertheless, we are very careful not to "spread ourselves too thin." One concern that often comes up when evaluating the size of an

engineering company is the small company's capacity to perform the needed work in a timely fashion. We have demonstrated consistently over the years the ability to deliver even very large and complex design projects on time. We are diligent to protect our client and protect our reputation by having the discipline to accept only the projects that we can confidently handle.

G. Volume of Work Previously Awarded by the District

Hunter Engineering, Inc. currently serves as the design Engineer of Record for the Ridgecrest project and we have assisted in the preparation of exhibits and cost estimates in support of District establishment efforts. Hunter Engineering also prepared the Engineer's Report of Capital Improvements for the District.

Please accept our Statement of Qualifications. We have reviewed District's request carefully and have attempted to provide the requested information in a thorough and yet concise fashion. As requested, my contact information is below.

Thank you very much for your consideration.

Sincerely,

Bryan Hunter, P.E., President *Hunter Engineering, Inc.* 4900 Dundee Road Winter Haven, FL 33884 Phone: 863-676-7770 Fax: 863-676-7771 Cell: 863-604-5871 Email: bryanh@hunterengineeringinc.com

BRYAN A. HUNTER, P.E. Hunter Engineering, Inc.

4900 Dundee Road, Winter Haven, FL 33884 Phone: 863-676-7770 · Fax: 863-965-0181 Email: BryanH@HunterEngineeringInc.com



SUMMARY OF QUALIFICATIONS AND EXPERIENCE:

For the past twenty-nine years, Bryan Hunter, P.E. has excelled in the civil engineering profession due to a commitment to service, education, integrity, diligence, and the development of vital professional relationships. His work is dedicated to wise planning, wise consulting, and the efficient and professional production of quality engineering designs. As President of Hunter Engineering, Inc. he provides hands on engineering, planning, design, and construction oversight for a variety of public, commercial, residential, institutional, and agricultural site development projects. As County Engineer for Hardee County, he was responsible for the design and implementation of numerous capital improvement projects including roadway improvements, bridge replacements and other public site development projects. As an engineer for the Southwest Florida Water Management District he gained a vast amount of experience and insight into surface water hydrology and associated regulatory rules and procedures.

EDUCATION:

• University of South Florida, Tampa – B.S., Civil Engineering 1993

PROFESSIONAL REGISTRATION

• State of Florida – Registration No. 53168

PROFESSIONAL HISTORY:

| 1999 – Present | Hunter Engineering, Inc., Winter Haven, Florida President |
|----------------|---|
| 1999 – 2001 | Hardee County Board of County Commissioners County Engineer / Public Works Director |
| 2001 – 2008 | Hardee County Board of County Commissioners Acting County Engineer, Through Continuing Consulting Contract |
| 1993 – 1999 | Southwest Florida Water Management District Engineer |

KEY PROJECTS: List available upon request.

JOHN A. SCHNEIDER Hunter Engineering, Inc.

4900 Dundee Road, Winter Haven, FL 33884 Phone: 863-676-7770 · Fax: 863-965-0181 Email: JohnS@HunterEngineeringInc.com



SUMMARY OF QUALIFICATIONS AND EXPERIENCE:

Mr. Schneider has over 34 years of experience in Civil Engineering and Design. He is proficient with Autodesk Civil 3D, ICPR, Ponds, Modret, StormCAD, WaterCAD, Microsoft Office products and many other software programs which aid in the preparation of designs, calculations, construction drawings, and permit applications. His experience and knowledge span a wide range of engineering aspects for commercial, institutional and residential site development projects including: grading, drainage, paving, water distribution, wastewater collection & pumping, water & wastewater treatment facilities, and stormwater management facilities.

EDUCATION:

- Winter Haven Senior High Graduated 1985
- Ridge Vocational Technical Center, Architectural/Mechanical Drafting and Computer Aided Drafting – Graduated 1988
- Polk State College Continuing education in Civil Engineering

PROFESSIONAL HISTORY:

| 2009 – Present | Hunter Engineering, Inc., Lake Wales, Florida Civil Design Manager |
|----------------|---|
| 2005 - 2009 | Century Realty Funds Inc. / Hunter Engineering, Inc., Lakeland, Florida Civil Design Manager |
| 2000 - 2005 | Ridge Professional Group, Inc., Lakeland, Florida Business Partner/Design Manager |
| 1995 - 2000 | Keith and Schnars, Inc., Lakeland, Florida Senior Engineering Designer |
| 1989 – 1995 | Envisors, Inc., Winter Haven, Florida Engineering Designer/Technician |

KEY PROJECTS: List available upon request.

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



LICENSE NUMBER: PE53168

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

THE REAL PROPERTY AND ADDRESS OF

| ACCOUNT NO. 12657 | CLASS: B+ | E | XPIRES: | 09/30/2025 | |
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| BRYAN A - PRES HUNTER | | | JNDEE RD R HAVEN | | |
| BUSINESS NAME AND MAILING | ADDRESS | CODE | ACTIVITY T | YPE | A COLLECTO |
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ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Ridgecrest Community Development District

2. PUBLIC NOTICE DATE November 1, 2024

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

| | | E AND | | | | | | |
|--|---|---------------------------|-----------------------|---------------------|-----------|---|---------------------------------------|--|
| Br | Bryan A. Hunter, P.E President 5. NAME OF FIRM | | | | | | | |
| | | | | | | | | |
| Hunter Engineering, Inc. 6. TELEPHONE NUMBER [7. FAX NUMBER [8. E-MAIL ADDRESS | | | | | | | | |
| | | | | | | | • • • • • • • • • • • • • • • • • • • | |
| (86 | 53) | 676- | ///0 | | | BryanH@HunterEngineerii | ngInc.com | |
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| | 10 | heck | | | | contractor and an key subcom | | |
| | | HCCK | NR / | | | | | |
| | PRIME | >IN | 9. FIRM NA | AME | | 10. ADDRESS | 11. ROLE IN THIS CONTRACT | |
| | Ч | J-V PARTNER SUBCON- | IRA | | | | | |
| | | | Hunter Engineering, I | nc. | | ndee Road | District Engineer | |
| | | | | | Winter Ha | aven, FL 33884 | | |
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D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 8/2016)

| 12. NAME | 13. ROLE IN THIS CON | ITRACT | 14. | YEARS EXPERIENCE | | |
|--|----------------------|--|-------------|----------------------|--|--|
| | | | a. TOTAL | b. WITH CURRENT FIRM | | |
| Bryan A. Hunter, P.E. | District Engineer | | 29 | 25 | | |
| 15. FIRM NAME AND LOCATION (City and State) | | | | | | |
| Hunter Engineering, Inc., Winter Haven, FL | | | | | | |
| 16. EDUCATION (Degree and Specialization) | | 17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) | | | | |
| Bachelor of Science, Civil Engineering, 1993 | | State of Florida, Registra | tion No. 53 | 168 | | |
| | | | | | | |
| | | | | | | |

| | 19. RELEVANT PROJECTS | | | | | | | |
|--------|--|--|--|--|--|--|--|--|
| | (1) TITLE AND LOCATION (City and State) | (2) YEAR | COMPLETED | | | | | |
| | | | CONSTRUCTION (If applicable) | | | | | |
| | Ridgecrest Subdivision, Lake Wales Florida | 2022 | NA | | | | | |
| _ | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | |
| a. | Civil engineering design and permitting for the subject 1,020 lot residential s | Civil engineering design and permitting for the subject 1,020 lot residential subdivision with associated CDD. | | | | | | |
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| | (1) TITLE AND LOCATION (City and State) | (2) YEAR (| COMPLETED | | | | | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | | | |
| | Lake Mattie Preserve Subdivision, Auburndale, FL | 2022 | NA | | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project perfo | rmed with current firm | | | | | |
| b. | Civil engineering design and permitting for a 824 lot residential subdivision v | | | | | | | |
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| | (1) TITLE AND LOCATION (City and State) | (2) YEAR (| COMPLETED | | | | | |
| | | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | | | |
| | Waterside Shores, Auburndale, FL | 2022 | NA | | | | | |
| | raterelae energe, rabarradio, r E | 2022 | INA | | | | | |
| | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE | | | | | | | |
| c. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project perfo | | | | | | |
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| c. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project perfo | | | | | | |
| c. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project perfo | | | | | | |
| с. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project perfo vith associated CDD. | | | | | | |
| c. | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v | Check if project perfo vith associated CDD. | rmed with current firm | | | | | |
| с. | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v (1) TITLE AND LOCATION (<i>City and State</i>) | Check if project perfo vith associated CDD. | rmed with current firm | | | | | |
| | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v | Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2022 | rmed with current firm COMPLETED CONSTRUCTION (<i>If applicable</i>) NA | | | | | |
| c. | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v (1) TITLE AND LOCATION (City and State) Legacy Hill Subdivision, Dundee, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2022 Check if project perfo | rmed with current firm COMPLETED CONSTRUCTION (If applicable) | | | | | |
| | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v (1) TITLE AND LOCATION (<i>City and State</i>) Legacy Hill Subdivision, Dundee, FL | Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2022 Check if project perfo | rmed with current firm COMPLETED CONSTRUCTION (<i>If applicable</i>) NA | | | | | |
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| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v (1) TITLE AND LOCATION (City and State) Legacy Hill Subdivision, Dundee, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2022 Check if project perfo | rmed with current firm COMPLETED CONSTRUCTION (<i>If applicable</i>) NA | | | | | |
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| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v (1) TITLE AND LOCATION (City and State) Legacy Hill Subdivision, Dundee, FL (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Civil engineering design and permitting for a 474 lot residential subdivision v (1) TITLE AND LOCATION (City and State) | Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2022 Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES | COMPLETED CONSTRUCTION (<i>If applicable</i>) NA rmed with current firm | | | | | |
| d. | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v (1) TITLE AND LOCATION (<i>City and State</i>) Legacy Hill Subdivision, Dundee, FL (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 474 lot residential subdivision v | Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2022 Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2021 | COMPLETED CONSTRUCTION (<i>If applicable</i>) NA rmed with current firm | | | | | |
| | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v (1) TITLE AND LOCATION (<i>City and State</i>) Legacy Hill Subdivision, Dundee, FL (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 474 lot residential subdivision v (1) TITLE AND LOCATION (<i>City and State</i>) (1) TITLE AND LOCATION (<i>City and State</i>) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE (3) BRIEF DESCRIPTION (<i>City and State</i>) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE | Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2022 Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2021 Check if project perfo | COMPLETED CONSTRUCTION (<i>If applicable</i>) NA rmed with current firm | | | | | |
| d. | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 408 lot residential subdivision v (1) TITLE AND LOCATION (<i>City and State</i>) Legacy Hill Subdivision, Dundee, FL (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil engineering design and permitting for a 474 lot residential subdivision v (1) TITLE AND LOCATION (<i>City and State</i>) (1) TITLE AND LOCATION (<i>City and State</i>) Woodland Ranch Estates, Dundee, FL | Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2022 Check if project perfo vith associated CDD. (2) YEAR (PROFESSIONAL SERVICES 2021 Check if project perfo | COMPLETED CONSTRUCTION (<i>If applicable</i>) NA rmed with current firm | | | | | |

| F. EXAMPLE PROJECTS WH QUALIFICA (Present as many projects as requ Complete of | | 20. EXAMPLE PROJECT KEY NUMBER 13-014 | | |
|---|-------------|---|----------|-------------------------|
| 21. TITLE AND LOCATION (City and State) | | | 22. YEAR | COMPLETED |
| | AL SERVICES | CONSTRUCTION (If applicable) | | |
| Ridgecrest Subdivision, Bartow Florida | | 202 | 22 | NA |
| 23. PROJECT OWNER'S INFORMATION | | | | |
| a. PROJECT OWNER b. POINT OF CONTACT NAME c. POINT OF C | | | | ONTACT TELEPHONE NUMBER |
| Ridgecrest of Lake Wales, LLC | 863-280-69 | 921 | | |

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

Civil engineering design and permitting for the subject 1,020 lot residential subdivision with associated CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE |
|----|--------------------------|---------------------------------------|---|
| a. | Hunter Engineering, Inc. | 4900 Dundee Road, Winter Haven, 33884 | Civil Engineer of Record & Interim District Engineer |
| b. | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE |
| c. | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE |
| d. | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE |
| e. | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE |
| f. | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE |

| 26. NAMES OF KEY PERSONNEL (From Section E, Block 12) | PERSONNEL CONTRACT (Fill in "Example Projects Key" section below before completing table (From Section E, Block 12) (From Section E, Block 13) | | | | | | | | | | |
|---|---|----------|---|---|---|---|---|---|---|---|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Bryan A. Hunter, P.E. | Engineer of Record | \times | | | | | | | | | |
| John A. Schneider | Designer / Project Manager | X | | | | | | | | | |
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G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

29. EXAMPLE PROJECTS KEY

| NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) | NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) |
|--------|---|--------|---|
| 1 | Ridgecrest Subdivision | 6 | |
| 2 | | 7 | |
| 3 | | 8 | |
| 4 | | 9 | |
| 5 | | 10 | |

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED. Please reference submittal for Firm History, Licensing, Required Attachment Documents, Additional Professional Qualifications, Additional Past Performance and Current/Future Workload.

31. SIGNATURE

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

32. DATE 11/18/24

33. NAME AND TITLE Bryan A. Hunter, P.E., President

1. SOLICITATION NUMBER (If any)

ARCHITECT-ENGINEER QUALIFICATIONS

| PART | II - GENERAL | QUALI | FICATIONS | |
|--------|---------------------|-------|-----------|--|
| ~~ | 1 | | | |

| | | firm has branch offi | ces, com | olete for e | each spe | cific brar | nch office seek | (ing work.) | |
|----------------------------------|---------------------|----------------------|--|--------------------------|------------|------------|---|----------------------|---|
| | r Branch Office) NA | | | | | | | | ENTITY IDENTIFIER |
| | ngineering, In | IC. | | | | | 1999 | 59-3586 | 596 |
| 2b. STREET | | | | | | | 5 | 5. OWNERSH | IIP |
| 4900 Dur | ndee Road | | | | | | a. TYPE | | |
| 2c. CITY | | | | 2d. STA | TE 2e. ZIP | CODE | S-Corporation | | |
| Winter Ha | aven | | | FL | 33884 | ŀ | b. SMALL BUSINES | S STATUS | |
| 6a. POINT C | OF CONTACT NAM | IE AND TITLE | | | | | 1 | | |
| Bryan A. Hunter, P.E., President | | | | | | | 7. NAME OF FIRM | (If Block 2a is a Bl | ranch Office) |
| 6b. TELEPH | ONE NUMBER | 6 | c. E-MAIL AD | DRESS | | | | | |
| (863) 676 | 6-7770 | E | BryanH@F | lunterEng | ineeringIn | ic.com | Same as 2a | | |
| | | 8a. FORMER FIRM | NAME(S) (If | any) | | 8b. YEA | AR ESTABLISHED | 8c. UNIQUE E | NTITY IDENTIFIER |
| | | | | | | | | | |
| | 9. EM | PLOYEES BY DISCIPL | .INE | | AND | | OFILE OF FIRM | | |
| a. Function | | | c. Number o | Employees | | | | | c. Revenue Index |
| Code | b | . Discipline | (1) FIRM | (2) BRANCH | Code | > | b. Experience | | Number (see below) |
| 12 | Civil Enginee | er | 2 | () | C10 | Commer | cial Building | | 1 |
| 48 | Project Mana | | 1 | | E02 | | nal Facilities, C | lassrooms | 1 |
| 08 | Cadd Techni | | 1 | | G01 | | ; Vehicle Maint. | | 1 |
| | | | | | H09 | | & Medical Fac | | 1 |
| | | | | | 101 | | Buildings | | 1 |
| | | | | | 001 | | uildings, Industr | ial Parks | 1 |
| | | | | | S04 | | Coll., Treatmen | | 1 |
| | | | | | S13 | | ater Handling 8 | | 1 |
| | | | | | Z01 | | and Use Studie | | 1 |
| | | | | | H11 | Housing | | 55 | 5 |
| | | | | | | riousing | | | 5 |
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| | Other Employ | | | | | | | | |
| | Other Employ | | | | | | | | |
| | | Total | 4 | | | | | | L |
| | | E PROFESSIONAL | | PROF | ESSIONAL | L SERVICI | ES REVENUE IN | DEX NUMBE | 3 |
| SEF | | NUES OF FIRM | 1. Les | s than \$100 | 000 | | 6. \$2 millio | n to less than | ¢5 million |
| (Incort ro | FOR LAST : | | | 0,000 to les | | 50 000 | • | n to less than | • |
| | | mber shown at right) | and the second sec | 0,000 to les | | | | on to less than | |
| a. Federal | | | 20 1000 1000 miles | 0,000 to les | | | | on to less that | |
| | deral Work | 5 | | nillion to le | | | | on or greater | |
| c. Total W | lork | 5 | 40 AUTU | | EDDECEN | TATIN | • | | |
| | | 11 | | ORIZED R going is a s | | | | | |
| a. SIGNATUF | " 5 //l | 4 | | | | | | b. DATE | 8/24 |
| c. NAME AND Bryan A. | Hunter, P.E., | President | | | | | | | |

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157 Expiration Date: 11/30/2017

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities. 19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project. 25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

| 26. NAMES OF KEY PERSONNEL (From Section E, Block 12) | 27. ROLE IN THIS CONTRACT (From Section E, Block 13) | 28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.) | | | | | | | | | |
|--|---|--|---|---|---|---|---|---|---|---|----|
| , , , , , , , , , , , , , , , , , , , | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Jane A. Smith | Chief Architect | Х | | Х | | | | | | | |
| Joseph B. Williams | Chief Mechanical Engineer | Х | Х | Х | Х | | | | | | |
| Tara C. Donovan | Chief Electricial Engineer | Х | Х | | Х | | | | | | |
| | | | | | | | | | | | |

SAMPLE ENTRIES FOR SECTION G (MATRIX)

29. EXAMPLE PROJECTS KEY

| NUMBE | R TITLE OF EXAMPLE PROJECT (From Section F) | NUMBER | TITLE OF EXAMPLE PROJECT (From Section F) |
|-------|---|--------|---|
| 1 | Federal Courthouse, Denver, CO | 6 | XYZ Corporation Headquarters, Boston, MA |
| 2 | Justin J. Wilson Federal Building, Baton Rouge, LA | 7 | Founder's Museum, Newport, RI |

Part II - General Qualifications

See the **"General Instructions"** on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (Function Codes)

| Code | Description | Code | Description |
|------|--|------|-------------------------------------|
| 01 | Acoustical Engineer | 32 | Hydraulic Engineer |
| 02 | Administrative | 33 | Hydrographic Surveyor |
| 03 | Aerial Photographer | 34 | Hydrologist |
| 04 | Aeronautical Engineer | 35 | Industrial Engineer |
| 05 | Archeologist | 36 | Industrial Hygienist |
| 06 | Architect | 37 | Interior Designer |
| 07 | Biologist | 38 | Land Surveyor |
| 08 | CADD Technician | 39 | Landscape Architect |
| 09 | Cartographer | 40 | Materials Engineer |
| 10 | Chemical Engineer | 41 | Materials Handling Engineer |
| 11 | Chemist | 42 | Mechanical Engineer |
| 12 | Civil Engineer | 43 | Mining Engineer |
| 13 | Communications Engineer | 44 | Oceanographer |
| 14 | Computer Programmer | 45 | Photo Interpreter |
| 15 | Construction Inspector | 46 | Photogrammetrist |
| 16 | Construction Manager | 47 | Planner: Urban/Regional |
| 17 | Corrosion Engineer | 48 | Project Manager |
| 18 | Cost Engineer/Estimator | 49 | Remote Sensing Specialist |
| 19 | Ecologist | 50 | Risk Assessor |
| 20 | Economist | 51 | Safety/Occupational Health Engineer |
| 21 | Electrical Engineer | 52 | Sanitary Engineer |
| 22 | Electronics Engineer | 53 | Scheduler |
| 23 | Environmental Engineer | 54 | Security Specialist |
| 24 | Environmental Scientist | 55 | Soils Engineer |
| 25 | Fire Protection Engineer | 56 | Specifications Writer |
| 26 | Forensic Engineer | 57 | Structural Engineer |
| 27 | Foundation/Geotechnical Engineer | 58 | Technician/Analyst |
| 28 | Geodetic Surveyor | 59 | Toxicologist |
| 29 | Geographic Information System Specialist | 60 | Transportation Engineer |
| 30 | Geologist | 61 | Value Engineer |
| 31 | Health Facility Planner | 62 | Water Resources Engineer |

List of Experience Categories (Profile Codes)

| Code | Description | Code | Description |
|------------|--|------------|--|
| A01 | Acoustics, Noise Abatement | E01 | Ecological & Archeological Investigations |
| A02 | Aerial Photography; Airborne Data and Imagery | E02 | Educational Facilities; Classrooms |
| | Collection and Analysis | E03 | Electrical Studies and Design |
| A03 | Agricultural Development; Grain Storage; Farm Mechanization | E04 | Electronics |
| A04 | Air Pollution Control | E05 | Elevators; Escalators; People-Movers |
| A05 | Airports; Navaids; Airport Lighting; Aircraft Fueling | E06 | Embassies and Chanceries |
| A06 | Airports; Terminals and Hangars; Freight Handling | E07 | Energy Conservation; New Energy Sources |
| A07 | Arctic Facilities | E08 | Engineering Economics |
| A08 | Animal Facilities | E09 | Environmental Impact Studies, Assessments or Statements |
| A09 | Anti-Terrorism/Force Protection | E10 | Environmental and Natural Resource |
| A10 | Asbestos Abatement | EIU | Mapping |
| A11 | Auditoriums & Theaters | E11 | Environmental Planning |
| A12 | Automation; Controls; Instrumentation | E12 | Environmental Remediation |
| AIZ | Automation, Controls, instrumentation | E13 | Environmental Testing and Analysis |
| B01 | Barracks; Dormitories | | |
| B02 | Bridges | F01 | Fallout Shelters; Blast-Resistant Design |
| 004 | | F02 | Field Houses; Gyms; Stadiums |
| C01 | Cartography | F03 F04 | Fire Protection Fisheries; Fish ladders |
| C02 | Cemeteries (Planning & Relocation) | F05 | Forensic Engineering |
| C03 | Charting: Nautical and Aeronautical | F06 | Forestry & Forest products |
| C04 | Chemical Processing & Storage | | |
| C05 | Child Care/Development Facilities | G01 | Garages; Vehicle Maintenance Facilities; |
| C06 | Churches; Chapels | | Parking Decks |
| C07 | Coastal Engineering | G02 | Gas Systems (Propane; Natural, Etc.) |
| C08 | Codes; Standards; Ordinances | G03 | Geodetic Surveying: Ground and Air-borne |
| C09 | Cold Storage; Refrigeration and Fast Freeze | G04 | Geographic Information System Services: |
| C10 | Commercial Building (low rise) ; Shopping Centers | | Development, Analysis, and Data Collection |
| C11 | Community Facilities | G05 | Geospatial Data Conversion: Scanning, |
| C12 | Communications Systems; TV; Microwave | | Digitizing, Compilation, Attributing, Scribing |
| C13 | Computer Facilities; Computer Service | | Drafting |
| C14 | Conservation and Resource Management | G06 | Graphic Design |
| C15 | Construction Management | H01 | Harbora: lattica: Diara, Shin Tarminal |
| C16 | Construction Surveying | ΠUΙ | Harbors; Jetties; Piers, Ship Terminal Facilities |
| C17 | Corrosion Control; Cathodic Protection; Electrolysis | H02 | Hazardous Materials Handling and Storage |
| C18 | Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting | H03 | Hazardous, Toxic, Radioactive Waste Remediation |
| C19 | Cryogenic Facilities | H04 | Heating; Ventilating; Air Conditioning |
| | | H05 | Health Systems Planning |
| D01 | Dams (Concrete; Arch) | H06 | Highrise; Air-Rights-Type Buildings |
| D02 | Dams (Earth; Rock); Dikes; Levees | H07 | Highways; Streets; Airfield Paving; Parking |
| D02 D03 | Desalinization (Process & Facilities) | | Lots |
| | | H08 | Historical Preservation |
| D04 | Design-Build - Preparation of Requests for Proposals | H09 | Hospital & Medical Facilities |
| D05 | Digital Elevation and Terrain Model Development | H10 | Hotels; Motels |
| D06 | Digital Orthophotography | H11 | Housing (Residential, Multi-Family; |
| D07 | Dining Halls; Clubs; Restaurants | | Apartments; Condominiums) |
| D08 | Dredging Studies and Design | H12 | Hydraulics & Pneumatics |
| | | H13 | Hydrographic Surveying |

List of Experience Categories (Profile Codes continued)

| Code | Description | Code | Description |
|------------|---|------------|--|
| 101 | Industrial Buildings; Manufacturing Plants | P09 | Product, Machine Equipment Design |
| 102 | Industrial Processes; Quality Control | P10 | Pneumatic Structures, Air-Support Buildings |
| 103 | Industrial Waste Treatment | P11 | Postal Facilities |
| 104 | Intelligent Transportation Systems | P12 | Power Generation, Transmission, Distribution |
| 105 | Interior Design; Space Planning | P13 | Public Safety Facilities |
| 106 | Irrigation; Drainage | R01 | Padar: Sanar: Padia & Padar Talaganan |
| J01 | Judicial and Courtroom Facilities | R01 R02 | Radar; Sonar; Radio & Radar Telescopes Radio Frequency Systems & Shieldings |
| L01 | Laboratories; Medical Research Facilities | R03 | Railroad; Rapid Transit |
| L02 | Land Surveying | R04 | Recreation Facilities (Parks, Marinas, Etc.) |
| L03 | Landscape Architecture | R05 | Refrigeration Plants/Systems |
| L04 | Libraries; Museums; Galleries | R06 | Rehabilitation (Buildings; Structures; Facilities) |
| L05 | Lighting (Interior; Display; Theater, Etc.) | R07 | Remote Sensing |
| L06 | Lighting (Exteriors; Streets; Memorials; | R08 | Research Facilities |
| | Athletic Fields, Etc.) | R09 | Resources Recovery; Recycling |
| M01 | Mapping Location/Addressing Systems | R10 | Risk Analysis |
| M02 | Materials Handling Systems; Conveyors; Sorters | R11 | Rivers; Canals; Waterways; Flood Control |
| M03 | Metallurgy | R12 | Roofing |
| M04 | Microclimatology; Tropical Engineering | 004 | |
| M05 | Military Design Standards | S01 | Safety Engineering; Accident Studies; OSHA Studies |
| M06 | Mining & Mineralogy | S02 | Security Systems; Intruder & Smoke Detection |
| M07 | Missile Facilities (Silos; Fuels; Transport) | S03 | Seismic Designs & Studies |
| M08 | Modular Systems Design; Pre-Fabricated Structures or | S04 | Sewage Collection, Treatment and Disposal |
| | Components | S05 | Soils & Geologic Studies; Foundations |
| | | S06 | Solar Energy Utilization |
| N01 | Naval Architecture; Off-Shore Platforms | S07 | Solid Wastes; Incineration; Landfill |
| N02 | Navigation Structures; Locks | S08 | Special Environments; Clean Rooms, Etc. |
| N03 | Nuclear Facilities; Nuclear Shielding | S09 | Structural Design; Special Structures |
| O01 O02 | Office Buildings; Industrial Parks Oceanographic Engineering | S10 | Surveying; Platting; Mapping; Flood Plain Studies |
| O02 O03 | Ordnance; Munitions; Special Weapons | S11 | Sustainable Design |
| | | S12 | Swimming Pools |
| P01 | Petroleum Exploration; Refining | S13 | Storm Water Handling & Facilities |
| P02 | Petroleum and Fuel (Storage and Distribution) | 704 | |
| P03 | Photogrammetry | T01 | Telephone Systems (Rural; Mobile; Intercom, Etc.) |
| P04 | Pipelines (Cross-Country - Liquid & Gas) | T02 | Testing & Inspection Services |
| P05 | Planning (Community, Regional, Areawide and State) | Т03 | Traffic & Transportation Engineering |
| P06 | Planning (Site, Installation, and Project) | T04 | Topographic Surveying and Mapping |
| P07 | Plumbing & Piping Design | T05 T06 | Towers (Self-Supporting & Guyed Systems) Tunnels & Subways |
| P08 | Prisons & Correctional Facilities | 100 | runners a Subways |
| | | | |

List of Experience Categories (Profile Codes continued)

| Code U01 | Description Unexploded Ordnance Remediation |
|-------------|--|
| U02 | Urban Renewals; Community Development |
| U03 | Utilities (Gas and Steam) |
| V01 | Value Analysis; Life-Cycle Costing |
| W01 | Warehouses & Depots |
| W02 | Water Resources; Hydrology; Ground Water |
| W03 | Water Supply; Treatment and Distribution |
| W04 | Wind Tunnels; Research/Testing Facilities Design |
| Z01 | Zoning; Land Use Studies |

SECTION B

GRZEF

ENGINEERING SERVICES FOR RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

POLK COUNTY, FLORIDA December 2, 2024





collaborāte / formulāte / innovāte

December 2, 2024

Ridgecrest Community Development District Attn: Governmental Management Services c/o Jill Burns/Samantha Ham 219 Livingston Street Orlando, FL 32801 Email: lauren@cddlawyers.com

SUBJECT: District Engineering Services for Ridgecrest Community Development District

Dear Ms. Burns and Ms. Ham,

We at GRAEF are excited to present our qualifications to provide professional engineering services for Ridgecrest Community Development District (CDD) in Citrus County. We understand this contract will consist of providing engineering services on a continuing basis for the District's capital improvement plan and act as the District engineer to provide various services, as required. As you will see in the following pages, GRAEF can provide the full array of engineering services required and has been dedicated to serving public and private clients for over 63 years. Our ability to excel is driven by Integrity, Quality, and our Commitment to Customer Service.

GRAEF began as an individual partnership founded in 1961 in Milwaukee, Wisconsin. Today, GRAEF provides clients with full-service engineering and industrial architectural services with nearly 300 employees in ten offices throughout Florida, Wisconsin, Illinois, Minnesota, and in the Turks and Caicos Islands. GRAEF has been responsible for successfully completing projects from evaluations to upgrades to new construction in Florida for 43 years.

GRAEF has been responsible for successfully completing projects from evaluations to upgrades to new construction in Florida for 43 years

Headquartered in Milwaukee, Wisconsin, GRAEF has offices in Sarasota, Miami, and Orlando. Our Sarasota office will serve as the office in charge if awarded this project, with principal/project manager/civil engineer, Jim Hansen, P.E., a Principal at GRAEF and Sarasota Office Manager, is the lead. Jim has over 30 years of expertise in site development and public works engineering. His leadership ensures that we deliver projects that exceed expectations, on time and within budget.

For over 63 years, GRAEF's unwavering dedication to excellence has been fueled by core values such as integrity, quality, and a steadfast commitment to exceptional customer service

These principles form the bedrock of GRAEF's operations, ensuring that clients receive the highest level of satisfaction and a seamless experience. GRAEF has remained at the forefront of the industry, consistently adapting to emerging trends and embracing advancements, and is proud to be a reliable partner for clients seeking top-tier design services and unmatched expertise. For this contract, GRAEF can provide the full range of services required:

- Site/Civil Engineering
- Coastal Engineering
- Structural Engineering
- Transportation Engineering
- Landscape Design
- MEP/FP Engineering
- Geographic Information System (GIS)

We have the capability and capacity to provide Ridgecrest Community Development District with a full range engineering and architectural services, if needed, throughout the life of this contract. Additional services we provide include:

- Commissioning Services
- Architectural Design
- Planning & Urban Design

GRAEF is currently providing services on projects for similar clients throughout the State of Florida

Having worked throughout the west coast of Florida on numerous past projects, we are very familiar with the area. This knowledge and insight in the surrounding areas gives us the broad background to understand needs and existing conditions that would be relevant to projects under this contract.

Past clients include the Fort Myers Redevelopment Agency, City of Fort Myers, City of Sanibel, Lee County Department of Transportation, Brevard County, Broward County, Miami-Dade County, Orange County, Okaloosa County, and Sarasota County as well as the Cities of Altamonte Springs, Clearwater, Daytona Beach, Miami Beach, Naples, Palm Bay, Port St. Lucie, and Winter Park.

Relevant project experience as well as past development district experience includes:

- City of Clearwater Harbor Marina Master Plan
- City of Naples Guf Shore Drive Restoration and Water Quality Improvements
- Casey Key Shoreline Protection
- Midnight Pass Restoration
- Treviso Bay Community Development, Marina, and Stormwater Services
- The Quarry Golf and Country Club Bridge Design
- The Arlington of Naples Community Site/Civil Services
- Bonita Grand Drive Bridge No. 124119
- Ortiz Avenue (CR 865) Bridge
- Gulf Pines Bridge Evaluation / Reinforcing
- Sanibel Island Beach Road Generator Platform

GRAEF has not worked with the Ridgecrest Community Development District previously.

OUR CORE PURPOSE

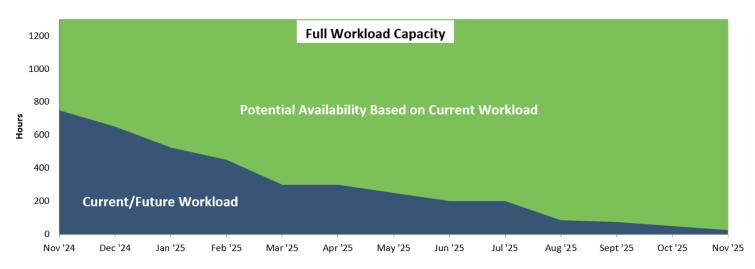
To improve the physical environment for the benefit of society in a sustainable manner



The GRAEF Team has the staff, physical, and financial resources to be responsive to fluctuations in workload, schedule, regulatory and funding changes

Given our extensive past experience with continuing contracts, we fully understand and are aware of the demands that will be placed on our personnel. Our experience includes carrying out projects using resources from our team, maintaining effective communication, monitoring and reporting progress, coordinating all activities, and managing production of deliverables. Principal and Project Manager, Jim Hansen, P.E., is readily available and always accessible via cellular phone and email to answer to the CDD's needs. Additionally, the entire assigned GRAEF Team will remain committed to this contract to ensure each task will receive full dedication and necessary time.

See below chart which outlines our current and projected workload.



GRAEF Team Current and Near Future Workload

GRAEF has proven methods used to break down complex projects into small pieces that ensures that each piece is manageable

Staying "on schedule" and "within budget" is what is expected of a professional services firm. As each task of this project will have a schedule, the entire project schedule and cost will be met by meeting the individual task schedules and budgets.

To assure the CDD and other agencies (as necessary) are frequently aware of the status of projects under this contract, GRAEF will establish routine briefing meetings with the CDD. Additional communication between GRAEF and CDD regarding key issues occurring between briefing meetings will be initiated by GRAEF to the your Project Manager to keep the CDD's knowledge of the project current.

To assure that all members of the GRAEF Team are continuously aware of the status of this project, GRAEF will establish frequent internal meetings at intervals deemed necessary by the project schedule. Additional communication among the GRAEF Team regarding key issues occurring between internal meetings will be coordinated by the GRAEF Project Manager and distributed to key personnel. All changes in schedule, budget, or decisions affecting the scope of work will be documented and communicated to the GRAEF Team using the most appropriate means.



Complementing these briefing meetings and the GRAEF Team internal meetings will be a secure Microsoft OneDrive Directory that will allow anytime project status checks as well as a location for the distribution and sharing of information. It is anticipated that this site will include original project design data, deliverables (reports, calculations, plans, specifications, etc.), and formal correspondences (meeting minutes, QA/QC documentation, etc.). This allows for GRAEF's employees and clients to communicate and share information without restrictions on file size. The Microsoft OneDrive system allows for the sharing of larger design files that normally are restricted via email communications due to the size of the document. All are secure using Microsoft's Active Directory Security to ensure communication is on a one-to-one basis.

The assessment and design development documents stages are used to define the project scope and how we recommend implementing the solution. Our approach to scheduling is based upon good planning, communication, and execution.

GRAEF also provides an estimate of costs with history of past projects and publicly available databases. We also evaluate lead times of materials and estimate a schedule to meet your needs. If certain materials need to be ordered in advance to meet deadlines, we can assist you in preparing the necessary procurement package. GRAEF will monitor schedule and budget throughout the life of the project to ensure it is completed within the specifications required by the Ridgecrest Community Development District.

COMMUNICATION

GRAEF meets with the project representatives to go over progress, information, and questions. After the assessment phase, GRAEF will provide a written report showing our findings and recommendations. We will meet with you face-to-face to discuss this information. In design and during construction, we will have progress meetings with the necessary staff. If desired, we will also attend public meetings to provide an update on the progress.

EXECUTION

To get the project done quickly, our team members will be doing tasks concurrently, which we have identified in our Project Approach. Each task will have a schedule and budget and be monitored as they are being completed.



PLANNING

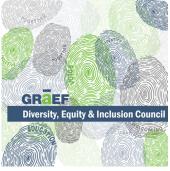
Formulate our detailed project plan and identify tasks for each service. Then identify the people, schedule, and budget for each task and manage using a project planning program (MS Project).

GRAEF is dedicated to aligning our culture and business practices to be a beacon of diversity, equity, inclusion, and belonging for all people

Although GRAEF is not a minority business enterprise (MBE), we have developed relationships and successfully worked with multiple MBEs on a variety of projects. GRAEF's approach to inclusion is different. We provide firms a meaningful and mentored role on a project and all our inclusion partners share a common story that their participation will allow them to hire staff and sustainably grow their businesses in size and expertise.

As your project moves forward, GRAEF is fully committed to engaging firms from the MBE community, if requested.

Internally, GRAEF has the Diversity, Equity, and Inclusion Council (DEIC), which accepts the challenge of shaping a culture that models inclusion and embraces diversity in all its forms. The Council is a close partner to leadership at GRAEF, a driver of courageous conversations, a believer in "comfort with discomfort" and an innovator looking to continuously improve GRAEF's impact on the workforce, workplace, and marketplace.



If selected, GRAEF will act in the general capacity of District Engineer and provide required engineering services. We pledge to work as your partner to do our very best to provide superior services to Ridgecrest Community Development District in order to bring this project to a successful conclusion that will be rewarding for the CDD and local residents. We look forward to meeting with you to present our team's qualifications or discuss the contract in more detail.

Sincerely,

Jim Hansen, P.E. GRAEF Principal, Project Manager Sarasota Office Manager james.hansen@graef-usa.com 941 / 373 6460



TRANSPORTATION ENGINEERING

AT GRAEF, INNOVATE TO DESIGN LONG-LASTING PROJECTS USING OUR STRONG TECHNICAL EXPERTISE.

Quality and creativity are integral parts of our designs. Our engineers provide a wide range of design and investigative services for all types of projects, with quality being the foundation of every project. Our commitment to creating high caliber, efficient designs is achieved through skilled personnel and personal attention during every phase of the project.

At GRAEF, we innovate to design long-lasting projects using our strong technical expertise. Bridges that are visual landmarks, signals and signing and pavement markings that ease traffic congestion and enhance safety, and roadways that enable commuters to travel efficiently are all the result of the design team's efforts. These facilities are used every day, and our innovative solutions help communities thrive by making trips from here to there a little bit easier.

AREAS OF EXPERTISE

Bridge Design Freeway Design Intersection Design Studies Pavement Design Railroad Related Design Roadway Lighting Signalization and Signing Roundabout Design Rural Roadway Design

Site Development Traffic Impact Analysis Traffic Studies & Calming Urban Street Design Curb and Gutter/Sidewalks Pavement Design Relocation and Reconstruction Right-of-Way Services

CIVIL ENGINEERING

OUR SITE/CIVIL ENGINEERING TEAM OFFERS INNOVATIVE AND COST-EFFECTIVE SOLUTIONS FOR CLIENTS.

GRAEF's site/civil group provides a range of services including survey, construction inspection, urban planning, and environmental permitting, utilizing state-of-the-art technology. Our team is committed to sustainable design principles, including green infrastructure, stormwater management, roadway design, and infrastructure master planning.

We have 30+ LEED® Accredited professionals ready to help you achieve your project goals.

AREAS OF EXPERTISE

Site Development Utility Design Infrastructure Master Planning Planning & Relocation Studies Surveying & Mapping Stormwater Management Roadway Design Parking Lot & Sidewalk Design Parking Lot & Sidewalk Design Permit Coordination Construction Inspection Water & Wastewater System Design Zoning/Annexation Support Wetland Determination & Delineation



COASTAL ENGINEERING

WITH A METICULOUS FOCUS ON PRECISION AND AESTHETIC CONSIDERATIONS, OUR ENGINEERS BRING A WEALTH OF KNOWLEDGE TO THE TABLE.

Our coastal and marine engineering team is trained to handle challenges, and provide expertise in the planning, permitting and design of coastal and marina facilities. Our experience includes various types of shoreline revetments, seawalls, bulkheads and moorings as well as full service recreational and commercial marina facilities.

AREAS OF EXPERTISE

Beach Nourishment Dune Restoration Waterfront Facilities Seawalls (concrete and steel) Private Docks Dredging Bridge Hydraulics Analysis Benthic Surveying Coastal Permitting (FDEP, USACE, FWC, USFWS, NOAA, etc.) Environmental Audits

Wetlands Identification and Delineation

Groundwater Remediation and Clean-u

STRUCTURAL ENGINEERING

WITH A METICULOUS FOCUS ON PRECISION AND AESTHETIC CONSIDERATIONS, OUR ENGINEERS BRING A WEALTH OF KNOWLEDGE TO THE TABLE.

Our team of structural engineers offer a comprehensive spectrum of design and investigative services catering to diverse projects, with an unwavering commitment to quality being the foundation of every project.

Drawing from extensive experience in structural building design, our proficiency spans from modest additions to the intricate design of multi-million dollar structures. This broad spectrum of projects has given us the understanding of the efficient utilization of concrete, masonry, steel, and wood structural systems.

AREAS OF EXPERTISE

Machine Foundation Design High Density Storage Foundation Design Building Superstructure Design Crane Support Design, Crane Building Design, and Crane Inspection Evaluation of Existing Facilities Structural Retrofit and Reinforcement Design Construction Inspection Feasibility and Cost Studies

LANDSCAPE DESIGN

COMBINING CREATIVITY WITH SUSTAINABILITY IN LANDSCAPE DESIGNERS SUGGEST A HOLISTIC APPROACH THAT GOES BEYOND AESTHETICS.

A successful landscape design must incorporate a full understanding of context, desired program elements, attainable design opportunities, potential constraints, attention to site composition and functional requirements in order to truly develop something special and unique.

At GRAEF, we strive to create landscapes that blend aesthetics, functional process, accessibility and creativity in a way that best responds to the needs of our clients. Rather than just focusing on the technical aspects of design, we also bring a storytelling element into all our projects. We use design elements to tell a narrative and create a certain atmosphere within the landscape.

AREAS OF EXPERTISE

Adaptive Reuse American Disabilities Act Aquatic Facility Design & Planning Budgeting & Programming Construction Detailing Construction Management Corporate Identity & Image Fountains & Water Features Hardscaping Interiorscape Park Master Planning Predictive Planning

Rooftop Green Spaces Schematic Utility Systems Site & Urban Planning Site Illumination Site Irrigation Specifications



MEP/FP ENGINEERING

VARIED AND DIVERSE EXPERIENCE, COUPLED WITH INVOLVEMENT IN THE ANALYSIS OF THE PROJECT REQUIREMENTS, TO SUCCESSFULLY COMPLETE MEP/FP PROJECTS.

The GRAEF team of mechanical, electrical, plumbing, and fire protection (MEP/FP) engineers experts offer a full array of analysis, design and commissioning services for new and existing facilities. We assist beginning in the initial concept and planning phases and extending through final system start-up. Our MEP/FP staff is experienced in determining system type, system budget and construction cost estimates.

AREAS OF EXPERTISE

Mechanical:

Building Automation and Energy Management

State-of-the-Art Energy Modeling

Campus Heating and Cooling Plants

Co-generation and Off-peak Systems

Custom Air Handling Systems

Humidity Control / Indoor Air Quality Specialists

Process Piping / Exhaust System

Ice Storage

Increased Efficiency HVAC Equipment

Chilled Water Plant System Analysis and Remodeling

Steam and Hot Water Boiler System Analysis and Remodeling

High Pressure Steam Sterilizer Systems

Built-up and Packaged Air Handling Units

Exhaust Air Heat Recovery

Pumping System Analysis and Remodeling

Cooling Tower Assessment and Remodeling

IAQ, CFC, and energy conservation issues in Florida

Electrical:

Fire Alarm and Communication Systems Indoor, Site, and Roadway Lighting Medium and Low Voltage Power Distribution Alternative and Renewable Energy Daylight Harvesting Energy efficient light fixtures Occupancy and/or time-based controls Photo-voltaic panels Solar heating

Plumbing/FP:

Central Hot Water Systems Domestic Water Booster Systems Fuel Oil Storage and Supply Systems Grease Separation Systems L.P. and Natural Gas Systems Medical Gas Systems Stormwater Syphonics and Reclaim Systems Sewage Lift Systems Fire Pump Design Hydraulic Analysis Pre-action Systems Scope Design Wet / Dry Systems

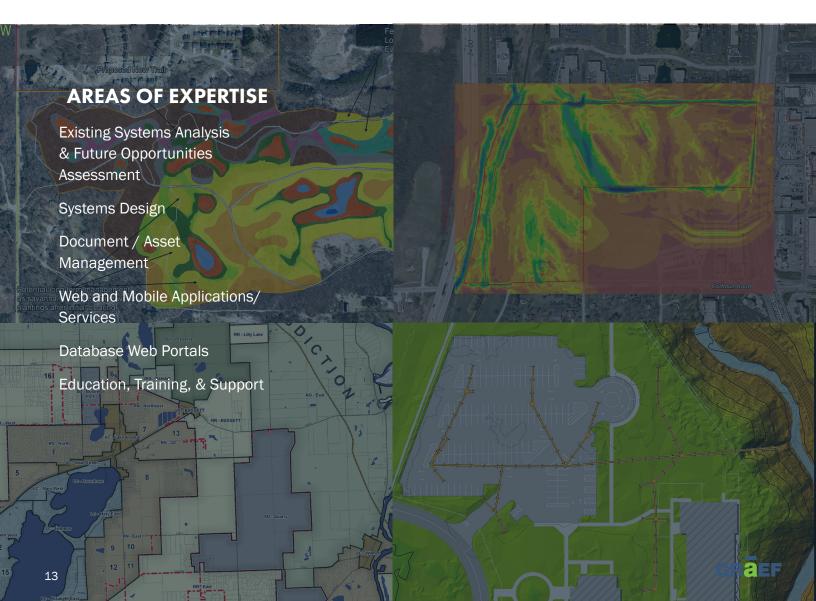
GR

GIS AND ASSET MANAGEMENT

GRAEF IS COMMITTED TO HELPING COMMUNITIES COLLECT, MANAGE, VISUALIZE, AND ANALYZE THEIR DATA IN WAYS THEY NEVER KNEW EXISTED.

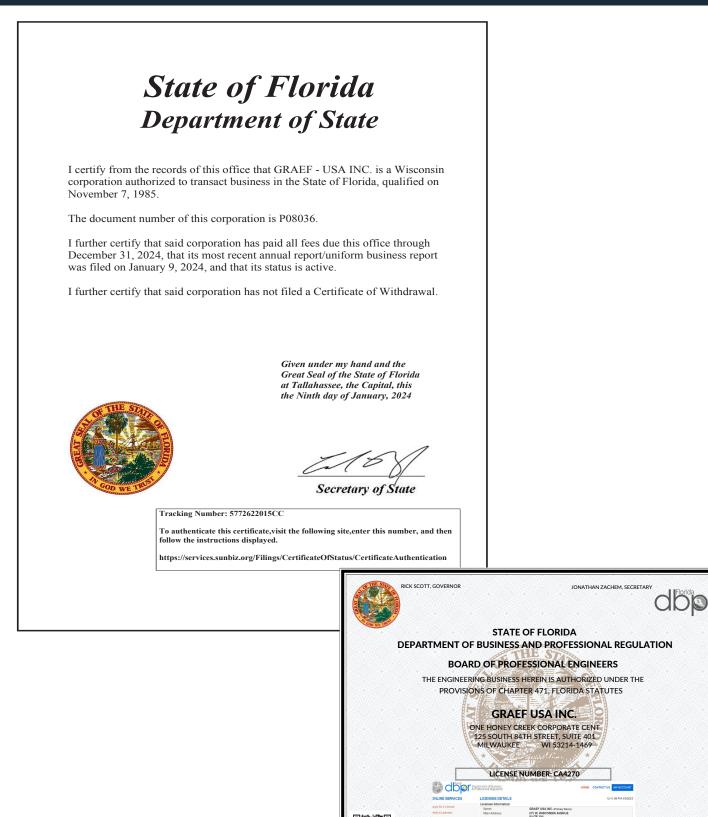
GRAEF recognizes that GIS plays an essential role in your community. Cartographic services, asset management, community outreach, and accompanying analysis all aid by helping you make informed decisions, produce daily results, and plan for the future. All of this will save your community money.

GRAEF also recognizes that no two communities are alike. Our GIS specialists have the ability to identify and embrace those differences and provide simple, intuitive solutions. GRAEF GIS specialists are well-versed in the latest GIS techniques including the use of state-of-the-art equipment and software. With technical expertise and outside-the-box creativity, we can provide a wide range of GIS services for your community.



REGISTRATIONS AND LICENSURE





This is

QUALIFICATIONS -STANDARD FORM 330



ARCHITECT – ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

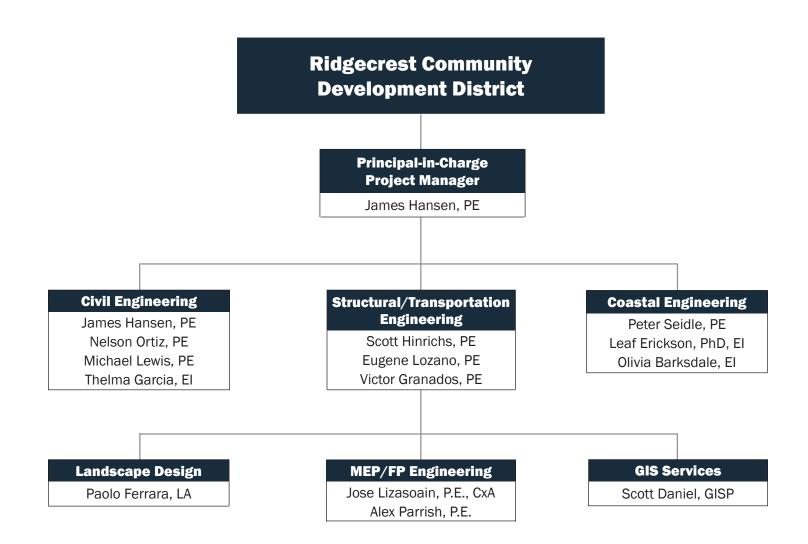
A. CONTRACT INFORMATION 1. TITLE AND LOCATION (City and State) Engineering Services for Ridgecrest Community Development District (Polk County, Florida) 2. PUBLIC NOTICE DATE 3. SOLICITATION OR PROJECT NUMBER December 2, 2024 **B. ARCHITECT-ENGINEER POINT OF CONTACT** 4. NAME AND TITLE James Hansen, P.E. – Principal, Project Manager 5. NAME OF FIRM Graef-USA Inc. 6. TELEPHONE NUMBER 7. FAX NUMBER 8. E-MAIL ADDRESS (941) 373-6460 (941) 373-6480 james.hansen@graef-usa.com C. PROPOSED TEAM (Complete this section for the prime contractor and all key subcontractors.) (Check) J-V Partner SUBCON-TRACTOR 9. FIRM NAME 10. ADDRESS **11. ROLE IN THIS CONTRACT** PRIME Graef-USA Inc. 7201 Delainey Court Х **Engineering Services** a. Sarasota, FL 34240 CHECK IF BRANCH OFFICE Graef-USA Inc. 9400 South Dadeland Blvd., Engineering Services, Х b. Suite 601, Miami, FL 33156 Landscape Design CHECK IF BRANCH OFFICE Graef-USA Inc. 2300 Maitland Center Parkway, Х Engineering Services c. Suite 210, Maitland, FL 32751 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

Please see attached.



ORGANIZATIONAL CHART

Our team imparts a high level of expertise that is fueled by a genuine passion for our work. The services we provide can be confined to solve a specific problem or expanded to assume complete project responsibility. Our commitment is to bring together a team equipped to provide our client with quality services and dedicated to complete the project on time and within budget.





| | E.F | RESUMES OF KEY PERSONNEL PROPO | SED FOR | THIS CONTRACT | Г | | | | | |
|-----|--|---|---|---|---|--|---|--|--|--|
| 12. | NAME | 13. ROLE IN THIS CONTRACT | | | | YEARS EXPERI | ENCE | | | |
| | imes Hansen, P.E. | Principal, Project Manag | aer | | a. TOTAL | b. WITH CURRE | | | | |
| ••• | | Civil Engineer | ge., | | 30 | 20 | | | | |
| 15. | FIRM NAME AND LOCATION (City and State | | | | | | | | | |
| | RAEF (Sarasota, Florida) | / | | | | | | | | |
| | 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND | | | | | | | | | |
| Ba | Bachelor of Science in Civil Engineering, University of DISC | | | | | | | | | |
| W | isconsin-Platteville | | | | | lorida #97759 |) | | | |
| | | | Profe | essional Eng | ineer – V | VI | | | | |
| | OTHER PROFESSIONAL QUALIFICATION | | Awards, et | tc.) | | | | | | |
| Ar | nerican Society of Civil Engineers | 6 | | | | | | | | |
| | | | | | | | | | | |
| | | 19. RELEVANT PRO | JECTS | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPLETED | | | | |
| | Naples Beach Stormwater Outfa | alls (Naples, Florida) | F | PROFESSIONAL | | CONSTRUCTION | (If applicable) | | | |
| | | | I | n progress | | In progress | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cos | | | | | performed with cu | | | | |
| а | Project Engineer for the storm s | | | | | | | | | |
| | | | | project includes the consolidation of three beach | | | | | | |
| | | | | np station to discharge offshore. Trunkline | | | | | | |
| | design, water quality treatment | | n overflo | ow system, a | and asso | clated roadw | ау | | | |
| | | the project scope. | | improvements are also a part of the project scope. | | | | | | |
| | | | | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | w Deed Charaline Drates | tion F | | | | (If applicable) | | | |
| | Sarasota County - Casey Ke | ey Road Shoreline Protec | | PROFESSIONAL | | CONSTRUCTION | (If applicable) | | | |
| b | Sarasota County - Casey Ke (Osprey, Florida) | - | | 2023 | SERVICES | CONSTRUCTION 2025 | | | | |
| b | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos | st, etc.) AND SPECIFIC ROLE | 2 | 2023 🗹 Che | SERVICES eck if project | CONSTRUCTION 2025 performed with cu | rrent firm | | | |
| b | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th | st, etc.) AND SPECIFIC ROLE | 2 | 2023 🗹 Che | SERVICES eck if project | CONSTRUCTION 2025 performed with cu | rrent firm | | | |
| b | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of the landward homes. | st, etc.) AND SPECIFIC ROLE | 2 | 2023 🗹 Che | SERVICES eck if project to protect | CONSTRUCTION 2025 performed with cu the roadway | rrent firm | | | |
| b | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a | nd seav | 2023 Ø Che wall design 1 PROFESSIONAL 5 | SERVICES ck if project to protect (2) YEAR (| CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION | rrent firm and | | | |
| | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) | nd seav | 2023 Ø Che wall design 1 PROFESSIONAL S 2023 | SERVICES to project to protect (2) YEAR (2) YEAR SERVICES | CONSTRUCTION 2025 performed with cu t the roadway COMPLETED CONSTRUCTION 2024 | rrent firm and | | | |
| b | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE | nd seav | 2023 Ø Che wall design 1 PROFESSIONAL S 2023 Ø Che | SERVICES eck if project to protect (2) YEAR (SERVICES eck if project | CONSTRUCTION 2025 performed with cu t the roadway COMPLETED CONSTRUCTION 2024 performed with cu | rrent firm and | | | |
| | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co Project manager for the design | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE | nd seav | 2023 Ø Che wall design 1 PROFESSIONAL S 2023 Ø Che | SERVICES eck if project to protect (2) YEAR (SERVICES eck if project | CONSTRUCTION 2025 performed with cu t the roadway COMPLETED CONSTRUCTION 2024 performed with cu | rrent firm and | | | |
| | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co Project manager for the design residence. | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE | nd seav | 2023 Ø Che wall design 1 PROFESSIONAL S 2023 Ø Che | SERVICES ack if project to protect (2) YEAR (2) | CONSTRUCTION 2025 performed with cu t the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a | rrent firm and | | | |
| | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co Project manager for the design residence. (1) TITLE AND LOCATION (City and State) | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a cal | nd seav | 2023 I Che wall design 1 PROFESSIONAL 5 2023 I Che ed sheet pile | SERVICES to protect (2) YEAR (2) YEAR (2) YEAR e seawal (2) YEAR | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu to protect a COMPLETED | rrent firm 7 and 1 (If applicable) 1 rrent firm | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a cal | nd seav | 2023 Wall design 1 PROFESSIONAL S 2023 Ø Che ed sheet pile PROFESSIONAL S | SERVICES to protect (2) YEAR (2) YEAR (2) YEAR e seawal (2) YEAR | CONSTRUCTION 2025 performed with cu t the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a | rrent firm 7 and 1 (If applicable) 1 rrent firm | | | |
| | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o (Winter Garden, Florida) | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a cal | nd seav | 2023 Wall design f PROFESSIONAL S 2023 Ø Che red sheet pile PROFESSIONAL S n progress | SERVICES ick if project (2) YEAR (SERVICES ick if project ick ick ick ick ick ick ick ick ick ick | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION | rrent firm r and (If applicable) rrrent firm | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, cos Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a cal f Winter Garden | nd seav | 2023 I Che wall design 1 PROFESSIONAL 3 2023 I Che PROFESSIONAL 5 PROFESSIONAL 5 PROFESSIONAL 5 I Che D Che | SERVICES ick if project (2) YEAR (SERVICES ick if project e seawal (2) YEAR SERVICES ick if project | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION performed with cu | rrent firm r and (If applicable) rrent firm | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Civil engineer for courtyard impr | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a cal f Winter Garden | nd seav | 2023 I Che wall design f PROFESSIONAL S 2023 I Che PROFESSIONAL S PROFESSIONAL S n progress I Che | SERVICES ick if project (2) YEAR (SERVICES ick if project e seawal (2) YEAR SERVICES ick if project ick ick ick ick ick ick ick ick ick ick | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION performed with cu Winter Gard | rrent firm r and (If applicable) rrent firm | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Civil engineer for courtyard impr (1) TITLE AND LOCATION (City and State) | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a cal f Winter Garden st, etc.) AND SPECIFIC ROLE rovements at the existing Fir | nd seav F 2 ntilever | 2023 I Che wall design 1 PROFESSIONAL S 2023 I Che ed sheet pile PROFESSIONAL S n progress I Che ed Methodis | SERVICES ick if project (2) YEAR (SERVICES ick if project e seawal (2) YEAR SERVICES ick if project t Church (2) YEAR | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu to protect a COMPLETED CONSTRUCTION performed with cu Winter Garde | rrent firm r and (If applicable) irrent firm (If applicable) rrent firm en. | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of the landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, cos Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Civil engineer for courtyard impr (1) TITLE AND LOCATION (City and State) Palm Beach State College Pave | st, etc.) AND SPECIFIC ROLE le roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a cal f Winter Garden st, etc.) AND SPECIFIC ROLE rovements at the existing Fir | nd seav F 2 ntilever F 1 rst Unite | 2023 ☑ Che wall design 1 PROFESSIONAL S 2023 ☑ Che ed sheet pile PROFESSIONAL S n progress ☑ Che ed Methodis PROFESSIONAL S | SERVICES ick if project (2) YEAR (SERVICES ick if project e seawal (2) YEAR SERVICES ick if project t Church (2) YEAR | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION performed with cu Winter Gard | rrent firm r and (If applicable) irrent firm (If applicable) rrent firm en. | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Project engineer for design of th landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, co Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cos Civil engineer for courtyard impr (1) TITLE AND LOCATION (City and State) Palm Beach State College Pave (Palm Beach, Florida) | st, etc.) AND SPECIFIC ROLE e roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a car f Winter Garden st, etc.) AND SPECIFIC ROLE rovements at the existing Fir | nd seav F 2 ntilever F 1 rst Unite | 2023 I Che wall design 1 PROFESSIONAL 3 2023 I Che red sheet pile PROFESSIONAL 3 PROFESSIONAL 3 I Che ed Methodis PROFESSIONAL 3 2023 | SERVICES ick if project (2) YEAR (SERVICES ick if project ick if project (2) YEAR SERVICES ick if project (2) YEAR (2) YEAR (3) YEAR (4) YEAR (5) YEAR | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION performed with cu Winter Gard COMPLETED CONSTRUCTION | rrent firm r and (If applicable) rrent firm (If applicable) rrent firm en. | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost Project engineer for design of the landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, cost Project manager for the design residence. (1) TITLE AND LOCATION (Brief scope, size, cost First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost Civil engineer for courtyard impr (1) TITLE AND LOCATION (City and State) Palm Beach State College Pave (Palm Beach, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost (Palm Beach, Florida) | st, etc.) AND SPECIFIC ROLE e roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a car f Winter Garden st, etc.) AND SPECIFIC ROLE rovements at the existing Fir ement Management Program | nd seav F 2 ntilever F 1 rst Unite | 2023 I Che wall design 1 PROFESSIONAL 3 2023 I Che red sheet pile PROFESSIONAL 3 PROFESSIONAL 3 I Che PROFESSIONAL 3 I Che PROFESSIONAL 3 I Che PROFESSIONAL 3 I Che PROFESSIONAL 3 I Che I Che | SERVICES ick if project (2) YEAR (SERVICES ick if project ick if project (2) YEAR SERVICES ick if project (2) YEAR (SERVICES ick if project (2) YEAR (SERVICES ick if project (2) YEAR (SERVICES ick if project (2) YEAR (SERVICES (2) YEAR ((3) YEAR ((4) YEAR ((4) YEAR ((5) YE | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION performed with cu Winter Gard COMPLETED CONSTRUCTION performed with cu | rrent firm r and (If applicable) rrent firm (If applicable) rrent firm en. (If applicable) rrent firm | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost Project engineer for design of the landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, cost Project manager for the design residence. (1) TITLE AND LOCATION (Brief scope, size, cost Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost Civil engineer for courtyard impr (1) TITLE AND LOCATION (City and State) Palm Beach State College Pave (Palm Beach, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost Principal-in-charge for the engin | st, etc.) AND SPECIFIC ROLE e roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a car f Winter Garden st, etc.) AND SPECIFIC ROLE rovements at the existing Fir ement Management Program | nd seav F 2 ntilever F 1 rst Unite n F 2 2 2 2 2 2 2 2 2 2 2 2 2 | 2023 | SERVICES ick if project (2) YEAR (SERVICES ick if project ick if project (2) YEAR (2) YEAR SERVICES ick if project (2) YEAR (SERVICES ick if project (2) YEAR (SERVICES ick if project (2) YEAR (SERVICES ick if project (2) YEAR ((2) YE | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION performed with cu Winter Gard COMPLETED CONSTRUCTION performed with cu for parking lo | rrent firm r and (If applicable) rrent firm (If applicable) rrent firm en. (If applicable) rrent firm ts at the | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cos</i> Project engineer for design of the landward homes. (1) TITLE AND LOCATION (<i>City and State</i>) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (<i>Brief scope, size, co</i> Project manager for the design residence. (1) TITLE AND LOCATION (<i>City and State</i>) First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cos</i> Civil engineer for courtyard impr (1) TITLE AND LOCATION (<i>City and State</i>) Palm Beach State College Pave (Palm Beach, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cos</i> Principal-in-charge for the engin five campuses. Assisted with us | st, etc.) AND SPECIFIC ROLE e roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a car f Winter Garden st, etc.) AND SPECIFIC ROLE rovements at the existing Fir ement Management Program st, etc.) AND SPECIFIC ROLE eering assessment and cap se of an interactive GIS app | nd seav F ntilever rst Unite n F 2 1 1 1 1 1 1 1 1 1 1 1 1 1 | 2023 | SERVICES ick if project (2) YEAR (SERVICES ick if project e seawal (2) YEAR (2) YEAR SERVICES ick if project (2) YEAR (SERVICES ick if project proach RAEF eng | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION performed with cu Winter Gard COMPLETED CONSTRUCTION performed with cu for parking lo gineers and s | rrent firm r and (If applicable) rrent firm (If applicable) rrent firm en. (If applicable) rrent firm ts at the taff to | | | |
| c | Sarasota County - Casey Ke (Osprey, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost Project engineer for design of the landward homes. (1) TITLE AND LOCATION (City and State) 13 North Casey Key (Osprey, F (3) BRIEF DESCRIPTION (Brief scope, size, cost Project manager for the design residence. (1) TITLE AND LOCATION (Brief scope, size, cost Project manager for the design residence. (1) TITLE AND LOCATION (City and State) First United Methodist Church o (Winter Garden, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost Civil engineer for courtyard impr (1) TITLE AND LOCATION (City and State) Palm Beach State College Pave (Palm Beach, Florida) (3) BRIEF DESCRIPTION (Brief scope, size, cost Principal-in-charge for the engin | st, etc.) AND SPECIFIC ROLE e roadway reconstruction a lorida) st, etc.) AND SPECIFIC ROLE and permitting provide a can f Winter Garden st, etc.) AND SPECIFIC ROLE ovements at the existing Fin ement Management Program st, etc.) AND SPECIFIC ROLE evering assessment and cap se of an interactive GIS app t various facilities on a colle | nd seav F r ntilever F I rst Unite n F I pitol imp lication ge cam | 2023 | SERVICES ick if project (2) YEAR (SERVICES ick if project e seawal (2) YEAR (2) YEAR SERVICES ick if project (2) YEAR (SERVICES ick if project proach RAEF eng | CONSTRUCTION 2025 performed with cu the roadway COMPLETED CONSTRUCTION 2024 performed with cu I to protect a COMPLETED CONSTRUCTION performed with cu Winter Gard COMPLETED CONSTRUCTION performed with cu for parking lo gineers and s | rrent firm r and (If applicable) rrent firm (If applicable) rrent firm en. (If applicable) rrent firm ts at the taff to | | | |

| | E. R | ESUMES OF KEY PERSONNEL PROPO | SED F | OR THIS CONTRA | <u>ACT</u> | | | |
|----|---|---------------------------------|--------|---------------------|-----------------|------------|-------------------------|--|
| | NAME | 13. ROLE IN THIS CONTRACT | | | | | EXPERIENCE | |
| Ne | elson Ortiz, P.E. | Civil Engineer | | | a. TOTAL 27 | | WITH CURRENT FIRM | |
| 15 | FIRM NAME AND LOCATION (City and State | | | | 21 | Z | .1 | |
| | RAEF (Miami, Florida) | <i>י</i> ן | | | | | | |
| | EDUCATION (DEGREE AND SPECIALIZATION | | | | FESSIONAL I | REGISTRA | ATION (STATE AND | |
| В. | S., Civil Engineering, 1996, Florid | a State University | | CIPLINE) | | | | |
| | Professional Engineer, Florida #57556 | | | | | | | |
| | OTHER PROFESSIONAL QUALIFICATION | | Awards | , etc.) | | | | |
| Ar | nerican Society of Civil Engineers | | | | | | | |
| | | 19. RELEVANT PROJ | ECTS | 1 | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | | COMPLET | | |
| | Maison Matecumbe (Islamorada | ı, Florida) | | PROFESSIONA 2012 | L SERVICES | 2012 | CUCTION (If applicable) | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cos | t, etc.) AND SPECIFIC ROLE | | ⊠ C | heck if project | performed | I with current firm | |
| а | Provided civil engineering desig | n, preparation of constructio | n do | cuments and | d construct | tion adm | ninistration | |
| | services for four (4) new building | gs consisting of sixteen (16) | new | residences | with new ii | nterior ro | oadway and at- | |
| | grade parking. Scope of service | s also included French drain | is, or | n-site retenti | on and/or o | drainage | e wells. | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | | FD | |
| | Amara Cay Resort (Islamorada, | Florida) | | PROFESSIONA | L SERVICES | | CUCTION (If applicable) | |
| | | , | | 2014 | <u> </u> | 2017 | | |
| b | (3) BRIEF DESCRIPTION (Brief scope, size, cos | | مام م | | | | I with current firm | |
| | Provided civil engineering desig | | | | | | | |
| | services for renovation of an exi new at-grade parking. | sung Hampton min noter wit | Thev | v auditions, | new retails | space, r | lew poor and | |
| | U . U | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | PROFFORIONIA | | COMPLET | | |
| | Ocean Reef Club (Key Largo, F | lorida) | | PROFESSIONA 2014 | L SERVICES | CONSTR | CUCTION (If applicable) | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cos | t. etc.) AND SPECIFIC ROLE | | | heck if project | performed | I with current firm | |
| | Provided civil engineering desig | | n do | | | | | |
| C | services construction of a new 2 | | | | | | | |
| | the area of the existing staff hou | | | | | | | |
| | Scope of work included site ada | | | | ing, gradin | g and dr | rainage; and, | |
| | water/sewer service to existing f | acilities in Anchor Drive or lo | ocate | ed on site. | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YFAF | R COMPLET | TED | |
| | Residences at Ocean Reef (Key | (Largo Elorida) | | PROFESSION | AL SERVICES | | RUCTION (If applicable) | |
| | | - / | | 2017 | | | , | |
| d | (3) BRIEF DESCRIPTION (Brief scope, size, cos | | | | | | with current firm | |
| | Provided civil engineering des | | | | | | | |
| | services for a new three-story | | | | | adapta | ation of the new | |
| | buildings, including layout; pavir (1) TITLE AND LOCATION (City and State) | iy, grading and drainage; ar | iu, W | aler/sewer s | | | ED | |
| | Publix Super Market (Sunny Isle | es Florida) | | PROFESSIONA | | | RUCTION (If applicable) | |
| | | | | 2023 | | 2023 | ····· | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cos | t etc.) AND SPECIFIC ROLE | | । जारा | beck if project | performed | I with current firm | |
| | Project manager and engineer of | | een | | | | | |
| | \$30 million dollar supermarket s | | | | | | | |
| е | parking above. Work included S | | | | | | | |
| | Civil/site improvements, permitti | ng and construction adminis | tratio | on. | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cos | t, etc.) AND SPECIFIC ROLE | | 1 C | heck if project | performed | I with current firm | |
| | Provided civil engineering to Arc | hitect for design and prepar | ed c | onstruction o | documents | for two | -story 'green' | |
| | building located on a wooded 2. | | he 9 | ,400sf projec | ct is compr | ised of I | FKAA office | |
| | space, community facilities, and | related support functions. | | | | | | |
| | | | | | | | | |



| | E. RESUMES C | F KEY PERSONNEL PROPOS | SED F | OR THIS CONT | RACT | | | |
|-----|--|---------------------------------------|--------|----------------------------|-----------------|---------|---------------------------|--|
| | NAME | 13. ROLE IN THIS CONTRA | СТ | | | . YEARS | S EXPERIENCE | |
| Μ | ichael Lewis, P.E. | Civil Engineer | | | a. TOTAL 11 | | b. WITH CURRENT FIRM | |
| 15. | FIRM NAME AND LOCATION (City and State) | | | | | | 0 | |
| | GRAEF (Miami, Florida) | | | | | | | |
| | EDUCATION (DEGREE AND SPECIALIZATION) | | | | FESSIONAL F | REGIST | RATION (STATE AND | |
| В. | B.S., Civil Engineering, Florida International University DISCIPLINE Professional Engineer - Florida #92120 | | | | | | | |
| | | | | | | | | |
| 18. | OTHER PROFESSIONAL QUALIFICATIONS (Put | lications, Organizations, Training, / | Awards | , etc.) | | | | |
| | | 19. RELEVANT PROJ | ECTS | | | | | |
| | (1) TITLE AND LOCATION (City and State) | a na Duildin a | | DDOFFCOIONA | (2) YEAR | | | |
| | Tamiami Park Miracle League Restro | bom Building | | PROFESSIONA In progress | | CONS | TRUCTION (If applicable) | |
| | (Miami, Florida) | | | in progress | 5 | | | |
| а | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) | AND SPECIFIC ROLE | | l Maria | heck if project | perform | ed with current firm | |
| | Project manager and civil engineer for | or a new restroom facili | ty. D | | | | | |
| | sewer, and electricity) and design of | | | | | | | |
| | complete, not yet constructed. | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | PROFESSIONA | (2) YEAR | | | |
| | Miami-Dade County Pump Stations 1 | 09 & 110 (Miami, Florid | da) | PROFESSIONA 2020 | L SERVICES | CONS | TRUCTION (If applicable) | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) | | | | | | ed with current firm | |
| b | Civil engineering for the restoration of | | | | | | | |
| | Biscayne Bay. Scope of services incl | | | | | | | |
| | station to evaluate their present cond | | | | | | | |
| | repairs consisted of replacing the 75 addition of new emergency generato | | ion II | ncluaing new | v valves, p | iping, | controls and the | |
| | (1) TITLE AND LOCATION (City and State) | 13. | | | (2) YEAR | | ETED | |
| | Publix Super Market (Sunny Isles, F | lorida) | | PROFESSIONA | L SERVICES | | TRUCTION (If applicable) | |
| | | , | | 2023 | | 2023 | 3 | |
| с | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) | AND SPECIFIC ROLE | | | | | ed with current firm | |
| Ũ | Project engineer for a new Publix loc | | | | | | | |
| | dollar supermarket sits on a 3.5-acre | | | | | | | |
| | above. Work included Site plan appro improvements, permitting and constr | | ia pr | epare constr | uction doc | umen | is for Civil/site | |
| - | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR C | OMPI FT | ſFD | |
| | Asian Food Solutions (Oviedo, Florid | la) | F | PROFESSIONAL S | | CONST | RUCTION (If applicable) | |
| | · · | | 4 | 2020 | | 2020 | | |
| d | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) | | | | | | ned with current firm | |
| u | Civil engineering for site design serve office building with at-grade parking. | | | | | | | |
| | including layout, paving, grading, ar | | | | | | | |
| | located adjacent to the vacant parcel | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | uotio | | (2) YEAF | | | |
| | Alexander Montessori Red Road Car | mpus (Miami, Florida) | | PROFESSION | AL SERVICES | CON | STRUCTION (If applicable) | |
| | | | | 2021 | | 202 | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) | | ام ان | | | | ned with current firm | |
| e | Civil engineering for the design, improvements, permitting and appr | | | | | | | |
| | building, outside play area, at-grade | | | | | | | |
| | scope of site/civil work included the | | | | | | | |
| | drainage; and water/fire/irrigation/sev | | | | | | | |
| | | | | , | | | | |



| E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT | | | | | | | |
|---|--|------------------------|--------------------|--------------------|---|--|--|
| | NAME | 13. ROLE IN THIS CONTR | ACT | 14. Y | EARS EXPERIENCE | | |
| S | cott Hinrichs, P.E. | Structural Enginee | er | a. TOTAL 29 | b. WITH CURRENT FIRM | | |
| 15 | FIRM NAME AND LOCATION (City and State) | | | 20 | 21 | | |
| | GRAEF (Maitland, Florida) | | | | | | |
| 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND | | | | | | | |
| | aster of Business Administration, Roose | | DISCIPLINE) | | | | |
| Bachelor of Science in Civil Engineering, Valparaiso Professional Engineer - Florida #67810 | | | | | | | |
| University Professional Engineer – AL, GA, IL, LA, PR, SC VT; Structural Engineer - IL | | | | | | | |
| | | | | Engineer - I | L | | |
| | OTHER PROFESSIONAL QUALIFICATIONS (Public | | | | | | |
| | afety Inspection of In-Service Bridges, M | | | | | | |
| | nerican Institute of Steel Construction, In | | | | | | |
| As | sociation, Florida Association of County | | | , American i | Institute of Architects | | |
| | (1) TITLE AND LOCATION (City and State) | 19. RELEVANT PROJI | | (2) VEAD | COMPLETED | | |
| | Miami-Dade County Pump Stations 10 | 9 & 110 (Miami, Floric | a) PROFESSIO | NAL SERVICES | CONSTRUCTION (If applicable) | | |
| | | · | 2020 | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AN | ID SPECIFIC ROLE | E | Check if project | performed with current firm | | |
| а | Structural engineer for the restoration of | | | | | | |
| | Biscayne Bay. Scope of services inclue | | | | | | |
| | station to evaluate their present condition | | | | | | |
| | repairs consisted of replacing the 75 H addition of new emergency generators | | on including ne | ew valves, pi | ping, controls and the | | |
| | (1) TITLE AND LOCATION (City and State) | | | (2) YEAR CO | | | |
| | Hogpen Slough Trail Boardwalk (Port | St Lucie Florida) | PROFESSIONA | | CONSTRUCTION (If applicable) | | |
| | | | In progress | | () () () () () () () () () () | | |
| b | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) Al | ND SPECIFIC ROLE | 6 | Z Check if project | performed with current firm | | |
| | Project manager and engineer for the | e design and permittin | g of approximation | ately 5,330 li | inear feet of boardwalk | | |
| | being built as part of the Village Green | Corridor Revitalizatio | n project. | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | (2) YEAR CO | | | |
| | Earnhardt Memorial Pedestrian Bridge | | PROFESSIONA | | CONSTRUCTION (If applicable) | | |
| | Lighting Replacement (Daytona Beach | | 2018 | | 2019 | | |
| C | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AN | | | | performed with current firm | | |
| | Project manager and engineer for the Bridge Inspection Report (BIR) as well | | | | | | |
| | architectural concrete pier element. | as the replacement of | i the existing u | p-lights at ea | ach existing | | |
| | (1) TITLE AND LOCATION (City and State) | | | (2) YEAR CO | OMPLETED | | |
| | Manatee Island Bridge Evaluation (Da | ytona Beach, Florida) | PROFESSIONA | L SERVICES | CONSTRUCTION (If applicable) | | |
| | | | 2020 | | 2020 | | |
| d | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) Al | | | | performed with current firm | | |
| | Project engineer for the structural insp The project included a summary repor | | | | | | |
| | inspection of the existing exposed four | | ns, a luau raui | ig of the blue | ige, and an underwater | | |
| | (1) TITLE AND LOCATION (City and State) | | | (2) YEAR CO | | | |
| | FDOT District 2, SR 207 at SR 312 Ma | ast Arms Desian | PROFESSIONA | | CONSTRUCTION (If applicable) | | |
| | (St. Augustine, Florida) | 5 | 2011 | | 2011 | | |
| - | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) Al | | | | performed with current firm | | |
| е | Project engineer for the design and o | | | | | | |
| | drainage repair, and signage and | | | | OT structures design | | |
| | standards, and construction docume | • | 0 | | | | |
| | included the review of all roadway and | mast arm signal strue | cture shop drav | wings and fie | ld inspections. | | |

| E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT | | | | | | | | | |
|--|---|------------------------|------------|--|--------------------|----------------------|-------------------------|--|--|
| 12. | NAME | CONTRACT | | | . YEARS EXPERIENCE | | | | |
| Eugene Lozano, P.E. | | Civil/Roadway Engineer | | a. TOTAL 50 | | b. WITH CURRENT FIRM | | | |
| | 15. FIRM NAME AND LOCATION (City and State) GRAEF (Maitland, Florida) | | | | | | | | |
| 16. | EDUCATION (DEGREE AND SPECIALIZATION) | | 17. CURREN | T PROFESSIO | NAL REGISTR | ATION (ST | TATE AND DISCIPLINE) | | |
| Ba | Bachelor of Science, Civil Engineering, Ohio State Professional Engineer – Florida #20705 | | | | | | | | |
| | University, Columbus, OH Professional Engineer – OH | | | | | | | | |
| | 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) American Society of Highway Engineers, Florida Engineering Society | | | | | | | | |
| 7.0 | | | ANT PROJEC | 1 | | | | | |
| | (1) TITLE AND LOCATION (City and State) | IV. REEL | ANTINOULU | | (2) YEAF | | ſED | | |
| | Seminole State College, Loop Road Design and Campus | | | PROFESSION | AL SERVICES | | RUCTION (If applicable) | | |
| | Parking Lot Design Services for Sa | | | 2010 | | 2010 | | | |
| | Campus (Sanford, Florida) | | | | | | | | |
| а | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc | c.) AND SPECIFIC ROL | E | Check if project performed with current firm | | | | | |
| | Civil engineer for a new parking lot | | | | | | | | |
| | traffic analysis, parking survey, dra | | | | | | | | |
| | compliance and cost estimates. | U , J | 0 / | | | | () | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAF | (2) YEAR COMPLETED | | | |
| | Seminole State College, Loop Roa | d Design and Ca | ampus | PROFESSION | AL SERVICES | | RUCTION (If applicable) | | |
| | Parking Lot Design Services for Ov | | • | 2010 | | 2010 | | | |
| | (Oviedo, Florida) | - | | | | | | | |
| b | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| | Civil engineer Construction engine | | | | | | | | |
| | a new parking lot and loop road connection. The scope of work included coordination of traffic analysis, | | | | | | | | |
| | parking survey, drainage, roadway design, utility, Americans with Disabilities Act (ADA) compliance and cost | | | | | | | | |
| | estimates. | | | | , | <i>,</i> . | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAF | R COMPLET | ſED | | |
| | Randall Mechanical New Underground Fire Main | | | PROFESSION | AL SERVICES | | RUCTION (If applicable) | | |
| | (Apopka, Florida) | | | | | 2018 | | | |
| d | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | ned with current firm | | |
| | Civil engineer for an initial review of topographic survey information, water main design standards, hydrant | | | | | | | | |
| | flow test data, and permit applic | ations. Then pr | epared wa | ter main d | esign calcı | ulations | and construction | | |
| | drawings. | | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | / | R COMPLET | | | |
| | FDOT District 2, SR 207 at SR 312 | Mast Arms Des | ign | | AL SERVICES | | RUCTION (If applicable) | | |
| | (St. Augustine, Florida) | 2011 | | 2011 | | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| d | Project director and utility engineering for the design and construction of four (4) mast arm signal structures, | | | | | | | | |
| | roadway widening, drainage repair, and signage and pavement marking. Designs met current FDOT | | | | | | | | |
| | structures design standards, and construction documents were produced utilizing FDOT standard indexes. | | | | | | | | |
| | Additional tasks included the review of all roadway and mast arm signal structure shop drawings and field | | | | | | | | |
| inspections. | | | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | | | | | |
| | FDOT D2, SR 109A (Cesery Blvd.) Intersections | | | PROFESSIONAL SERVICES CONSTRUCTION (If applicable) | | | RUCTION (If applicable) | | |
| | (Jacksonville, Florida) | 2024 | | | | | | | |
| е | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| | Project manager and engineer for the design to rebuild mast arms and traffic signals (including pedestrian | | | | | | | | |
| | features) at the two intersections of Cesery Boulevard (SR 109) with the Arlington Expressway Service | | | | | | | | |
| | Roads. | | | | | | | | |
| | | | | | | | | | |

| 12. NAME 13. ROLE IN THIS CONTRACT 14. YEARS EXPE | | | | | | | | |
|---|---|--|--|--|--|--|--|--|
| | RIENCE | | | | | | | |
| Victor Granados, P.E.Structural Engineer*. TOTAL 28b. WITH 7 | I CURRENT FIRM | | | | | | | |
| 15. FIRM NAME AND LOCATION (City and State) GRAEF (Maitland, Florida) | | | | | | | | |
| 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE A | AND DISCIPLINE) | | | | | | | |
| Bachelor of Science, Civil Engineering, The Citadel, Professional Engineer – Florida #57464 | , | | | | | | | |
| Charleston, SC Professional Engineer – GA | | | | | | | | |
| 18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) | | | | | | | | |
| 10. OTHER PROPESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awaros, etc.) | | | | | | | | |
| 19. RELEVANT PROJECTS | | | | | | | | |
| (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED | | | | | | | | |
| Main Street Pier (Daytona Beach, Florida) PROFESSIONAL SERVICES CONSTRUCT 2020 2020 2020 2020 | ION (If applicable) | | | | | | | |
| a (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| Project engineer for general observations of the existing structural deficiencies noted at the existi | | | | | | | | |
| slab and foundations portion of the Main Street Pier along with recommendations for repair. Also | provided an | | | | | | | |
| evaluation of the pier vault system. | | | | | | | | |
| | (2) YEAR COMPLETED | | | | | | | |
| J | ION (If applicable) | | | | | | | |
| Eighting Ropidooniont (Baytona Bodon, Fionad) | 2018 2019 | | | | | | | |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| Project engineer for the design to incorporate the recommendations for repair specified in the Bridge | | | | | | | | |
| | Inspection Report (BIR) as well as the replacement of the existing up-lights at each existing architectural | | | | | | | |
| concrete pier element. (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED | | | | | | | | |
| Manatee Island Bridge Evaluation (Daytona Beach, Florida) PROFESSIONAL SERVICES CONSTRUCT | ION (If applicable) | | | | | | | |
| | | | | | | | | |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| Project engineer for the structural inspection of an existing bridge connecting the mainland to Manatee Island. | | | | | | | | |
| The project included a summary report with recommendations, a load rating of the bridge, and an underwater | | | | | | | | |
| inspection of the existing exposed foundations. | | | | | | | | |
| (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED | | | | | | | | |
| | ION (If applicable) | | | | | | | |
| d (Jacksonville, Florida) 2024 | | | | | | | | |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| Project engineer for the design to rebuild mast arms and traffic signals (including pedestrian features) at the | | | | | | | | |
| two intersections of Cesery Boulevard (SR 109) with the Arlington Expressway Service Roads. | | | | | | | | |
| (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED Hogpen Slough Trail Boardwalk (Port St. Lucie, Florida) PROFESSIONAL SERVICES CONSTRUCT | ION (If applicable) | | | | | | | |
| In progress | | | | | | | | |
| (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| Project engineer for the design and permitting of approximately 5,330 linear feet of boardwalk being built as | | | | | | | | |
| part of the Village Green Corridor Revitalization project. | | | | | | | | |
| | | | | | | | | |



| E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT | | | | | | | | |
|--|--|---|----------------------|--|------------------------------|------------------------------|--|--|
| 12. | NAME | 13. ROLE IN THIS CONTRACT | | | 14. YEARS EXPERIEN | | | |
| P | eter Seidle, P.E. | Coastal Engineer | | | ª. TOTAL 26 | b. WITH CURRENT FIRM | | |
| 15. FIRM NAME AND LOCATION (City and State) | | | | | | | | |
| | RAEF (Maitland, Florida) | | | | | | | |
| | EDUCATION (DEGREE AND SPECIALIZATION) | | 17 CURRENT | PROFESSIO | NAL REGISTRAT | ION (STATE AND DISCIPLINE) | | |
| | S., Mechanical Engineering, Widene | r University | | | r – Florida #5 | | | |
| | itrox | | | | | | | |
| | S., Coastal and Oceanographic Eng niversity of Florida | | | | | | | |
| | OTHER PROFESSIONAL QUALIFICATIONS (F | Publications, Organization | ns, Training, Awards | , etc.) | | | | |
| | nerican Shore and Beach Preservati | | | | Florida Shore | and Beach | | |
| Pr | eservation Association | | | | | | | |
| | | 19. RELEV | ANT PROJECTS | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPLETED | | |
| | Naples Beach Stormwater Outfalls | (Naples, Florida |) | | ONAL SERVICES | CONSTRUCTION (If applicable) | | |
| | | | _ | In progr | | In progress | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. | | | | | performed with current firm | | |
| а | Assisting with storm sewer and roa and the coastal construction contro | | | | | | | |
| | and the conveyance of the treated | | | | | | | |
| | quality treatment enhancements, d | | | | | | | |
| | also a part of the project scope. | esign of an over | now system, a | anu assou | lateu Toauwa | y improvements are | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR (| COMPLETED | | |
| | 430 North Shore (Long Boat Key, F | lorida) | | PROFESSIO | ONAL SERVICES | CONSTRUCTION (If applicable) | | |
| b | | | | 2024 | | (11) | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | Check if project performed with current firm | | | | |
| | Performing a scour analysis for an | existing residen | ce in Long Bo | oat Key. | | | | |
| | (1) TITLE AND LOCATION (City and State) | | DDOFFOOI | (2) YEAR (DNAL SERVICES | | | | |
| | 13 North Casey Key Road Seawall (Casey Key, Florida) | | | In progr | CONSTRUCTION (If applicable) | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | ☑ Check if project performed with current firm | | | | |
| C | Engineering for the planning, desig | | | | | | | |
| | were made for structure alignment, wall returns, seawall cap elevations and materials after an initial site | | | | | | | |
| | | investigation. Also preparing and submitting the application package and drawings for the FDEP CCCL | | | | | | |
| | permitting and approval process. | | | - | - | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR (| COMPLETED | | |
| | Cooper Jack, The Strand (Turks and Caicos Islands) | | | | ONAL SERVICES | CONSTRUCTION (If applicable) | | |
| | | | | In progr | ess | In progress (2024 | | |
| | (2) PRIEC DESCRIPTION (Priof soons pize post ata) AND SDECIEIC DOLE | | | | Check if project | anticipated) | | |
| d | (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Construction administration services for a luxury, private residential resort community, The Strand. The | | | | | | | |
| | existing beaches and shoreline of this community which required enhancements to match the growing | | | | | | | |
| | surrounding community, and welcome visitors to enjoy a serene ocean view. GRAEF managed the design, | | | | | | | |
| | permitting, engineering and construction of the new beach that enhances the aesthetics and the safety for all | | | | | | | |
| | who visit. | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR (| COMPLETED | | |
| e | Uptown Harbor (Miami Beach, Florida) | | | PROFESSIO | ONAL SERVICES | CONSTRUCTION (If applicable) | | |
| | | | | 2023 | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | |
| | Project engineer for the development project design which included a new basin cut and seawall, replacement | | | | | | | |
| | of existing docks, and a new day-use and residential docking as part of an upland redevelopment. Coordinated with the project team including the Owner, land planners, geotechnical engineers, and site civil | | | | | | | |
| | | | | | | lineers, and site civil | | |
| | engineering consultants. Also provi | ided dock layout | tor marginal | (side-tie) | aocking. | | | |

| E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT | | | | | | | | |
|---|--|---------------------------|--|--|--------------|----------------------|---------------------------------------|--|
| 12 | . NAME | 13. ROLE IN THIS CONTRACT | | 14. YEARS EXPERIEN | | EXPERIENCE | | |
| Leaf Erickson, PhD, E.I. | | Coastal Engineering | | a. TOTAL 24 | | b. WITH CURRENT FIRM | | |
| | 15. FIRM NAME AND LOCATION (City and State) GRAEF (Sarasota, Florida) | | | | | | | |
| | . EDUCATION (DEGREE AND SPECIALIZATION) | | 17 (| | | REGIST | RATION (STATE AND | |
| | n.D., Florida Institute of Technology | | | CIPLINE) | | | | |
| | .E., Ocean & Coastal Engineering, Texas A&M L | Iniversity | Eng | gineer-in-Ti | aining | | | |
| | S., Environmental Engineering, University of Flo | | | | Ū | | | |
| _ | . OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organ | | Awarde | etc.) | | | | |
| | residential Scholarship (Elon), WEDA Dredge Co | | | | ess Enginee | rina M | legacourse | |
| | Iniversity of Florida), TAMU Dredging Engineerin | | | | | | | |
| | imerical models (ADCIRC and Wave), Environme | | | | | | | |
| | vestigations, Hydrographic Surveys, Sediment In | | | | | | | |
| | odeling, Scour modeling, flood studies, Construc | | | | | aaree | , randiany riante | |
| | | ELEVANT PROJI | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPL | ETED | |
| | Naples Beach Stormwater Outfalls (Naples, Flo | orida) | | PROFESSION | AL SERVICES | | TRUCTION (If applicable) | |
| | | | | In progres | SS | In pr | ogress | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC | | | | | | ed with current firm | |
| а | Engineering assisting for storm sewer and road | | | | | | | |
| | agencies and the coastal construction control li | | | | | | | |
| | outfalls and the conveyance of the treated storr | | | | | | | |
| | design, water quality treatment enhancements, | | over | flow syster | m, and asso | ciated | l roadway | |
| | improvements are also a part of the project sco | ppe. | | | | | | |
| | (1) TITLE AND LOCATION (City and State) Coopertown Airboat Rides Site Plan (Miami, Florida) | | | (2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) | | | | |
| | | | | | | CONS | IRUCTION (If applicable) | |
| b | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | In progres | | nerform | ed with current firm | |
| | Engineering services for the improvements and raising of elevations of an existing site to compensate for | | | | | | | |
| | rising water elevations in Everglades National F | | | | | | · · · · · · · · · · · · · · · · · · · | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPLE | TED | |
| | Midnight Pass Restoration (Sarasota, Florida) | | | | AL SERVICES | | TRUCTION (If applicable) | |
| | | | | 2023 2025 | | | | |
| С | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE If Check if project performed with current firm Engineering services for data collection/design/engineering/ permitting associated with the reopening of | | | | | | | |
| | | | | | | | | |
| | Midnight Pass, including inlet and tidal channel | is, beach nou | nsni | nent and re | storation of | two s | poir islands in | |
| Sarasota, Florida. (1) TITLE AND LOCATION (City and State) (2) YEAR COMPLETED | | | | | | | TED | |
| | (1) TITLE AND LOCATION (City and State) Clearwater Harbor Commercial Marina Anchor Piles & W Attenuator System (Clearwater, Florida) | | | PROFESSION | | CONFLE | | |
| | | | | 2022 | | 2022 | | |
| d | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC | | ☑ Check if project performed with current firm | | | | | |
| ŭ | Engineering for failure analysis of the marina's wave attenuator system and final design and engineering for a | | | | | | | |
| | w replacement structure including the alternatives analysis and developing the recommended basis of | | | | | | | |
| design, and final construction drawings and contract administration. | | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR (| COMPL | ETED | |
| • | City of Clearwater Hurricane Ian Impact Investigation | | | | AL SERVICES | CONS | TRUCTION (If applicable) | |
| | (Clearwater, Florida) | | | 2023 | | | | |
| е | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | |
| | Engineering services to provide an investigation | | of C | learwater N | larine and A | Aviatio | n Department on | |
| | the impacts resulting from Hurricane Ian in 2023. | | | | | | | |

| E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT | | | | | | | |
|--|--|----------------------|----------------------|----------------------|--|--|--|
| 12. NAME | 13. ROLE IN T | IIS CONTRACT | 14. YEARS EXPERIENCE | | | | |
| Olivia Barksdale, E.I. | Coastal Er | naineerina | a. TOTAL | b. WITH CURRENT FIRM | | | |
| | | .g | 4 | 3 | | | |
| 15. FIRM NAME AND LOCATION (City and State) | | | | | | | |
| GRAEF (Sarasota, Florida) | | | | | | | |
| 16. EDUCATION (DEGREE AND SPECIALIZATION) | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND | | | | | | |
| Bachelor of Science in Environmental Engineering | DISCIPLINE) | | | | | | |
| Florida State University | | Engineer-in-Training | | | | | |
| | | - | - | | | | |

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

| 19. RELEVANT PROJECTS | | | | | | | | |
|-----------------------|--|--|-----------------------------------|--|--|--|--|--|
| | (1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED | | | | | | |
| | Naples Beach Stormwater Outfalls (Naples, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | | | |
| | | In progress | In progress | | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | performed with current firm | | | | | |
| а | Engineering assisting with storm sewer and roadway design, including the permitting for both State and | | | | | | | |
| | Federal agencies and the coastal construction control line permit. This project includes the consolidation of | | | | | | | |
| | three beach outfalls and the conveyance of the treated stormwater to a pump station to discharge offshore. | | | | | | | |
| | Trunkline design, water quality treatment enhancements, design of an overflow system, and associated | | | | | | | |
| | | roadway improvements are also a part of the project scope. | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | COMPLETED | | | | | |
| | 2.5 Acre Residential Site Development (Nokomis, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | | | |
| | | 2019 | | | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | performed with current firm | | | | | |
| | Engineering responsible for the County and State regulatory per | | | | | | | |
| b | protection on a 2.5 ac peninsula fronting the Intracoastal Waterw | | | | | | | |
| U | includes: filling and grading plans for approx 6,000 CY, undergro | | | | | | | |
| | discharge stormwater system improvements and tree removal ar | | | | | | | |
| | on field investigations data collection, applications and processing permits for multiple agencies including | | | | | | | |
| | local, state and federal. The proposed project includes the addition of a 500 ft seawall to provide the | | | | | | | |
| | protection from shoreline erosion, elevated building levels, resilie | ence from sea level rise | e, storm surge and | | | | | |
| | overtopping during varying level storm events. | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | (2) YEAR | COMPLETED | | | | | |
| | Midnight Pass Restoration (Sarasota, Florida) | PROFESSIONAL SERVICES 2023 | CONSTRUCTION (If applicable) 2025 | | | | | |
| с | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | performed with current firm | | | | | |
| | Engineering services for data collection/design/engineering/ permitting associated with the reopening of | | | | | | | |
| | Midnight Pass, including inlet and tidal channels, beach nourishment and restoration of two spoil islands in | | | | | | | |
| | Sarasota, Florida. | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | COMPLETED | | | | | |
| | Clearwater Harbor Commercial Marina Anchor Piles & Wave | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | | | |
| | Attenuator System (Clearwater, Florida) | 2022 | 2022 | | | | | |
| d | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | |
| | Engineering for failure analysis of the marina's wave attenuator system and final design and engineering for a | | | | | | | |
| | new replacement structure including the alternatives analysis and developing the recommended basis of | | | | | | | |
| | design, and final construction drawings and contract administration. | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | (2) YEAR (| | | | | | |
| | Sarasota County - Casey Key Road Shoreline Protection | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | | | |
| | (Osprey, Florida) | 2023 | 2025 | | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | |
| е | Engineering assistance in the permitting process for the proposed shoreline protection and associated | | | | | | | |
| | roadway improvements. Responsible for assisting in the production of permits for multiple agencies including | | | | | | | |
| | local, state and federal and field investigations. The proposed project includes the addition of a seawall along | | | | | | | |
| | Casey Key Road in order to provide the roadway with protection from shoreline erosion, storm surge and | | | | | | | |
| | overtopping during high frequent storm events. | | | | | | | |



| E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT | | | | | | |
|--|---------------------------|--|----------------|----------------------|--|--|
| 12. NAME | 13. ROLE IN THIS CONTRACT | | 14. YEAF | RS EXPERIENCE | | |
| Thelma Garcia, E.I. | Civil Engin | eerina | a. TOTAL | b. WITH CURRENT FIRM | | |
| | | 3 | 13 | 11 | | |
| 15. FIRM NAME AND LOCATION (City and State) | | | | | | |
| GRAEF (Miami, Florida) | | | | | | |
| 16. EDUCATION (DEGREE AND SPECIALIZATION) | | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND | | | | |
| B.S., Civil Engineering, 2006, Florida International Uni | | DISCIPLINE) | | | | |
| | , | Engineer Interr | n No. 11000129 | 99 - Florida | | |

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

| | 19. RELEVANT PROJECTS | | |
|--------|---|---|---|
| | (1) TITLE AND LOCATION (City and State) | | COMPLETED |
| | Dockside Apartments (Sugarloaf Key, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project | performed with current firm |
| а | Civil/Site Engineering Services for a currently vacant site. It is p multi-unit residential buildings. Parking is anticipated to be bot separate at-grade parking areas; there will be driveway and ped be by french drains; and, there will be new water and sewer main | h at the ground level estrian walks; on-site c | below the buildings and Irainage is anticipated to |
| | (1) TITLE AND LOCATION (City and State) | | COMPLETED |
| | Seahorse RV Park (Big Pine Key, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project | performed with current firm |
| b | Civil/Site Engineering Services for a 17-unit project site is app | roximately 2.28 acres | and consists of vacant |
| | land. Services to be provided are, assist with the Site Plan and | | |
| | construction documents for the required Civil/Site improvements | | |
| | improvements; and, provide construction administration services | | |
| | | for those clefficities. | |
| | | | |
| | (1) TITLE AND LOCATION (City and State) | | |
| | (1) TITLE AND LOCATION (City and State) Aston Martin Residences (Miami, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) |
| | Aston Martin Residences (Miami, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) In Progress |
| | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE | PROFESSIONAL SERVICES 2015 Ø Check if project | CONSTRUCTION (If applicable) In Progress performed with current firm |
| С | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo | PROFESSIONAL SERVICES 2015 Z Check if project r a new condominium | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the |
| с | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, | PROFESSIONAL SERVICES 2015 Z Check if project r a new condominium 391-unit tower. The s | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work |
| С | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; | PROFESSIONAL SERVICES 2015 If Check if project r a new condominium 391-unit tower. The s grading and drainag | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer |
| с | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; services to existing utility facilities located adjacent to the project | PROFESSIONAL SERVICES 2015 If Check if project r a new condominium 391-unit tower. The s grading and drainag | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer |
| с | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; services to existing utility facilities located adjacent to the project exfiltration trenches. | PROFESSIONAL SERVICES 2015 IZ Check if project r a new condominium 391-unit tower. The s grading and drainag site, with on-site drair | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer nage, drainage wells and |
| c | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; services to existing utility facilities located adjacent to the project exfiltration trenches. (1) TITLE AND LOCATION (<i>City and State</i>) | PROFESSIONAL SERVICES 2015 IZ Check if project r a new condominium 391-unit tower. The s grading and drainag site, with on-site drair | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer nage, drainage wells and |
| c | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; services to existing utility facilities located adjacent to the project exfiltration trenches. | PROFESSIONAL SERVICES 2015 In Check if project r a new condominium 391-unit tower. The s grading and drainag site, with on-site drair (2) YEAF | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer nage, drainage wells and |
| | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; services to existing utility facilities located adjacent to the project exfiltration trenches. (1) TITLE AND LOCATION (<i>City and State</i>) | PROFESSIONAL SERVICES 2015 In Check if project r a new condominium 391-unit tower. The s grading and drainag site, with on-site drain (2) YEAF PROFESSIONAL SERVICES 2019 | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer nage, drainage wells and COMPLETED CONSTRUCTION (If applicable) |
| c d | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; services to existing utility facilities located adjacent to the project exfiltration trenches. (1) TITLE AND LOCATION (<i>City and State</i>) Kavista Residential Apartments (Pinecrest, Florida) | PROFESSIONAL SERVICES 2015 If Check if project r a new condominium 391-unit tower. The s grading and drainag site, with on-site drain (2) YEAF PROFESSIONAL SERVICES 2019 If Check if project | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer nage, drainage wells and COMPLETED CONSTRUCTION (If applicable) In Progress eperformed with current firm |
| | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; services to existing utility facilities located adjacent to the project exfiltration trenches. (1) TITLE AND LOCATION (<i>City and State</i>) Kavista Residential Apartments (Pinecrest, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE | PROFESSIONAL SERVICES 2015 If Check if project r a new condominium 391-unit tower. The s grading and drainag site, with on-site drain (2) YEAF PROFESSIONAL SERVICES 2019 If Check if project ation of construction of | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer nage, drainage wells and RCOMPLETED CONSTRUCTION (If applicable) In Progress sperformed with current firm documents for Civil/Site |
| | Aston Martin Residences (Miami, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Design and preparation of Civil/Site construction documents fo City of Miami. Project consisted of approximately 66-story, included adaption of new structure, including layout; paving; services to existing utility facilities located adjacent to the project exfiltration trenches. (1) TITLE AND LOCATION (<i>City and State</i>) Kavista Residential Apartments (Pinecrest, Florida) (3) BRIEF DESCRIPTION (<i>Brief scope, size, cost, etc.</i>) AND SPECIFIC ROLE Civil/Site Engineering Services to include design and prepara | PROFESSIONAL SERVICES 2015 If Check if project r a new condominium 391-unit tower. The s grading and drainag site, with on-site drain (2) YEAF PROFESSIONAL SERVICES 2019 If Check if project ation of construction of rovements; and, provio | CONSTRUCTION (If applicable) In Progress performed with current firm project located in the scope of Civil/Site work e; and, water/fire/sewer nage, drainage wells and R COMPLETED CONSTRUCTION (If applicable) In Progress performed with current firm documents for Civil/Site de construction services |



| E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT | | | | | | |
|---|-------------------------|---|----------------------|----------------------|--|--|
| 12. NAME | 13. ROLE IN THIS CONTRA | СТ | 14. YEARS EXPERIENCE | | | |
| Paolo Ferrera, LA | Landscape Design | | a. TOTAL 18 | b. WITH CURRENT FIRM | | |
| 15. FIRM NAME AND LOCATION (City and State) GRAEF (Miami, Florida) | | | | | | |
| 16. EDUCATION (<i>DEGREE AND SPECIALIZATION</i>) M.L.A., Landscape Architecture, Florida International University, Miami, FL | | 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Licensed Architect - Florida No. LA6667210 | | | | |

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

| | 19. RELEVANT PROJECTS | 6 | | | | |
|---|---|----------------------------|------------------------------|--|--|--|
| | (1) TITLE AND LOCATION (City and State) | (2) YEAR | COMPLETED | | | |
| | Margarita Hollywood Beach Resort (Hollywood, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | |
| | | 2015 | 2015 | | | |
| а | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | performed with current firm | | | |
| | Design services for the Margaritaville Hollywood Beach Resort. | which was constructed | along both sides | | | |
| | of North Ocean Boulevard (State Road A1A) between the Intrac | oastal Waterway and th | e Atlantic Ocean | | | |
| | adjacent to the Hollywood Beachwalk. | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | COMPLETED | | | |
| | Miami-Dade County Pump Stations 109 & 110 (Miami, Florida) | PROFESSIONAL SERVICES 2020 | CONSTRUCTION (If applicable) | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | performed with current firm | | | |
| b | Civil engineering for the restoration of two existing stormwater p | | | | | |
| U | Biscayne Bay. Scope of services included structural, electrical a | | | | | |
| | station to evaluate their present condition and prepare recomme | | | | | |
| | repairs consisted of replacing the 75 HP pumps in each station i | | | | | |
| | addition of new emergency generators. | | ping, controls and the | | | |
| | (1) TITLE AND LOCATION (City and State) | (2) YEAR | COMPLETED | | | |
| | Publix Super Market (Sunny Isles, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | |
| | | 2023 | 2023 | | | |
| C | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | Check if project | performed with current firm | | | |
| | esign of a new Publix located between Atlantic Ocean and Dumfounding Bay. The \$30 million dollar | | | | | |
| | supermarket sits on a 3.5-acre parcel and offers first level shopp | | | | | |
| | (1) TITLE AND LOCATION (City and State) | (2) YEAR C | | | | |
| | Homestead Commerce Center (Homestead, Florida) | | CONSTRUCTION (If applicable) | | | |
| | | | In progress | | | |
| d | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | performed with current firm | | | |
| | Design services for buildings, parking and infrastructure required to submit to the City's DRC process, | | | | | |
| | securing the overall civil permitting and assistance in securing a | n overall Site Improven | nent Permit for the | | | |
| | entire site. | - | | | | |
| | (1) TITLE AND LOCATION (City and State) | | COMPLETED | | | |
| | Alexander Montessori Red Road Campus (Miami, Florida) | PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) | | | |
| | | 2021 | 2021 | | | |
| е | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | performed with current firm | | | |
| C | Design for the construction of a new school building, outside p | | | | | |
| | driveway to increase vehicle que on-site. The scope of work inc | | | | | |
| | including layout; paving, grading and drainage; and water/f | ire/irrigation/sewer ser | vices to existing utility | | | |
| | facilities located adjacent to the project site. | | | | | |

| | E. RESUMI | ES OF KEY PERSONNEL PROPO | SED F | OR THIS CONTRAC | т | | |
|-----|---|---------------------------------------|---------|-------------------|----------------|----------------|---|
| 12. | NAME | 13. ROLE IN THIS CONTRACT | | | | 4. YEARS | EXPERIENCE |
| Jo | sé R. Lizasoain, P.E., CxA | M/P/FP Engineer | | | a. TOTAL 27 | | b. WITH CURRENT FIRM |
| | FIRM NAME AND LOCATION (City and State) | | | | | | |
| | RAEF (Maitland, Florida) | | 47.4 | | | | |
| | EDUCATION (DEGREE AND SPECIALIZATION) | incoring The Coerge | | CURRENT PROFES | SIONAL | REGISTRA | TION (STATE AND |
| | aster of Science in Mechanical Engi | ineering, The George | | ofessional Engir | neer - F | - Iorida #6 | 30785 |
| | ashington University chelor of Science in Mechanical Er | aincoring Dolytochnic | | rtified Commiss | | | |
| | iversity of Puerto Rico | igineering, Folytechnic | 001 | | lorning . | , total long | , |
| | OTHER PROFESSIONAL QUALIFICATIONS | (Publications Amonizations Training) | lucardo | oto) | | | |
| | herican Society of Heating, Refriger | | | | | | |
| | Tencari Society of Treating, Reinger | 19. RELEVANT PROJ | | gilleers | | | |
| | (1) TITLE AND LOCATION (City and State) | 13. RELEVANT FROJ | 2013 | 1 | | OMPLETED | <u>, </u> |
| | Randall Mechanical New Undergr | ound Fire Main | Р | ROFESSIONAL SERV | | | CTION (If applicable) |
| | (Apopka, Florida) | | | 2018 | | 2018 | |
| а | (3) BRIEF DESCRIPTION (Brief scope, size, cost, | etc.) AND SPECIFIC ROLE | | Chec | k if proiec | t performed | with current firm |
| - | Plumbing engineer for an initial | | urvey | | | | |
| | hydrant flow test data, and pe | ermit applications. Then | prep | pared water m | nain de | esign ca | alculations and |
| | construction drawings. | | | | | • | |
| | (1) TITLE AND LOCATION (City and State) | | | | | COMPLETE | D |
| | Five Star Premier Residences (Bo | oca Raton, Florida) | | PROFESSIONAL SE | RVICES | CONSTR | UCTION (If applicable) |
| b | | | | In progress | | | |
| - | (3) BRIEF DESCRIPTION (Brief scope, size, cost, Mechanical, plumbing, and fire pro | | n co | | | | with current firm |
| | Raton Senior Living Community. | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | ately 54,000 Sqt | | | |
| | Hurricane Impact Investigation (Cle | arwater Florida) | | PROFESSIONAL SE | | | UCTION (If applicable) |
| | Transano impaor invoorigation (ore | a water, i londay | | 2020 | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, | | | | | | with current firm |
| С | Inspection of M/P/FP systems for | | | | | | |
| | marina's current condition, focusir | | | | | | |
| | long term (15-25 years). The float | | 0, ha | d undergone va | arious r | repairs, e | especially after |
| | Hurricane Irma in 2017 caused da | amage. | | 1 | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | | COMPLETE | |
| | Tamiami Park Miracle League Re | stroom Building | | PROFESSIONAL SE | RVICES | CONSTR | UCTION (If applicable) |
| d | (Miami, Florida) | | | In progress | . : f | 4 f | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, Mechanical and plumbing engines | | cility | | | t performed | with current firm |
| | (1) TITLE AND LOCATION (City and State) | | ionity | | | COMPLETE | -n |
| | Daytona Beach Peninsula Club (E | Davtona Beach, Florida) | | PROFESSIONAL SE | | CONSTR | UCTION (If applicable) |
| | | , | | 2017 | | | |
| е | (3) BRIEF DESCRIPTION (Brief scope, size, cost, | | | | | | with current firm |
| | Mechanical, plumbing and fire pro | | | | | | |
| | building systems, then provided a | final report to include cod | e def | iciencies, signif | ficant h | azards a | and |
| | recommendations to repair. | | | | | | |



| | E. RESUMES OF KEY PER | SONNE | L PROPOSED FO | R THIS CONTRA | \CT | | | |
|------------------------------------|--|------------|---------------------|--|-----------------|-------------|------------------------|--|
| 12. | NAME | 13. F | OLE IN THIS CO | ONTRACT | 14. | YEARS EX | XPERIENCE | |
| Alex Parrish, P.E. Electrical Engi | | | | eer | a. TOTAL 26 | | b. WITH CURRENT FIRM | |
| | 15. FIRM NAME AND LOCATION (City and State) | | | | | | | |
| | GRAEF (Maitland, Florida) 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) | | | | | | | |
| | achelor of Science in Electrical Engineering, Univer | roity | | al Engineer, | | | TE AND DISCIPLINE) | |
| | Central Florida | ISILY | FIDIESSION | ai Engineer, | FIUITUA # C | 01 322 | | |
| | | | | () | | | | |
| 18. | OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organ | nizations | , Training, Awards, | , etc.) | | | | |
| | 10 P | | NT PROJECTS | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | NI PROJECTS | | (2) YEAR | COMPLETE | -n | |
| | Florida Department of Transportation District 7 B | rooks | wille Ons | PROFESSION | | | UCTION (If applicable) | |
| | Electrical/Utility (Brooksville, Florida) | | | 2022 | | 2022 | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC | ROI F | | | Check if projec | t performed | with current firm | |
| а | Electrical engineer for an initial site survey of u | tilitv/e | electrical infra | | | | | |
| a | a survey electrical service and distribution cam | | | | | | | |
| | for building service. The summary report include | | | | | | | |
| | involving equipment failure and electrical surge | | | | | | | |
| | recommendations. | ю. | | in the allon | provided e | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPLETE | -D | |
| | Orlando International Airport Parking Garages | and T | erminal | PROFESSION | | | UCTION (If applicable) | |
| | Top Lighting Replacement (Orlando, Florida) | | | 2021 | | 2022 | ()) | |
| b | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | ☑ Check if project performed with current firm | | | with current firm | |
| | Electrical engineer for a lighting replacement in | | existing term | | | | | |
| | shop drawing reviews and submittals, RFI and | | | | | | | |
| | project closeout. | | | | | U | • • | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPLETE | D | |
| | Florida Department of Transportation District 4 | Fuel | System | | AL SERVICES | CONSTR | UCTION (If applicable) | |
| | (St. Lucie County, Florida) | | - | 2020 | | | | |
| C | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC | ROLE | | R | Check if projec | t performed | with current firm | |
| | Electrical engineer for the design of various rep | blacer | nent equipm | ent for the | FDOT Trea | sure Co | ast operations | |
| | fuel system. | | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPLETE | | |
| | PortMiami High Mast Light Pole LED Retrofit (N | Miami | , Florida) | PROFESSION | AL SERVICES | CONSTR | UCTION (If applicable) | |
| d | | | | 2023 | 0 | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC Electrical engineer for the design of a retrofit of | | | | | | with current firm | |
| | | | | gnout the pt | ni (appioxi | matery | To poles) with | |
| | new LED lights. (1) TITLE AND LOCATION (City and State) | | | 1 | | COMPLETE | n | |
| | Kissimmee Middle School Covered Walkway L | iahtin | a | PROFESSION | | | UCTION (If applicable) | |
| | (Kissimmee, Florida) | gnun | 9 | 2020 | | 2020 | | |
| е | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC | | | | Check if projec | | with current firm | |
| | Electrical engineer for the lighting design for the | | | | | | | |
| | include wiring and photometric calculations. | 0.101 | | | ig to the p | | | |
| | include wiring and photometric calculations. | | | | | | | |



| | E. RESUMES OF K | EY PERSONNEL PROPO | SED F | OR THIS COM | ITRACT | | | | |
|----|---|----------------------------------|--------|--------------|------------------|----------|-------------------------|--|--|
| 12 | NAME | 13. ROLE IN THIS CONT | TRAC | Г | 14. | YEARS E | EXPERIENCE | | |
| S | cott Daniel, GISP | GIS Programmer | r/Ana | alyst | a. TOTAL | | b. WITH CURRENT FIRM | | |
| 45 | | 5 | | , | 26 | | 7 | | |
| | FIRM NAME AND LOCATION (City and State) | | | | | | | | |
| | RAEF (Milwaukee, Wisconsin) EDUCATION (DEGREE AND SPECIALIZATION) | | 17 (| | | DECIST | ATION (STATE AND | | |
| | 16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Civil Engineering and Drafting Studies, Waukesha County DISCIPLINE) | | | | | | | | |
| | echnical College, Pewaukee, WI | | | , | formation S | vstem | s Specialist | | |
| | chitectural Engineering Studies, Milwauke | e School of | | - <u>3</u> p | | , | | | |
| | ngineering, Milwaukee. WI | | | | | | | | |
| | OTHER PROFESSIONAL QUALIFICATIONS (Publicati | ions Organizations Training | Awards | etc) | | | | | |
| | nerican Public Works Association | ions, organizations, training, r | warus | , 010.) | | | | | |
| | | 19. RELEVANT PROJ | ECTS | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPLE | TED | | |
| | GIS Services for Palm Beach State Colle | ege 2023 | | PROFESSION | IAL SERVICES | | RUCTION (If applicable) | | |
| | (Palm Beach, Florida) | 0 | | 2023 | | | | | |
| а | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND | SPECIFIC ROLE | | | | | ed with current firm | | |
| | Project manager and GIS programmer/a | | | | | | | | |
| | engineers and staff to collect condition a | assessments at vario | ous fa | acilities on | a college ca | ampus. | Reduced | | |
| | condition assessment report time and pr | rovided client with co | ontinu | ued access | s to assessr | nent re | sults. | | |
| | (1) TITLE AND LOCATION (City and State) | | | | | | | | |
| | Oconto County Highway Department Inf | initeGIS | | | IAL SERVICES | CONST | RUCTION (If applicable) | | |
| | Implementation (Oconto, Wisconsin) | | | Ongoing | | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE | | | | | | | | |
| b | GIS application development and infrastructure asset management including water, sanitary, stormwater, | | | | | | | | |
| | urban forestry, poles and signs, electrica | | | | | | | | |
| | modules and data initiating repair records and associated costs. System generates frequently used reports at | | | | | | | | |
| | the press of a button once necessary information has been entered. Vehicle maintenance and shop inventories | | | | | | | | |
| | also included. All repair or inspection loc | cations are depicted | on m | haps and c | narting tools | s for ea | isy visual | | |
| | understanding. (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | | | | |
| | Village of Hales Corners GIS (Hales Co | mers Wisconsin) | | PROFESSION | IAL SERVICES | | RUCTION (If applicable) | | |
| | | | | 2018 | | | | | |
| с | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND | SPECIFIC ROLE | | | Check if project | performe | ed with current firm | | |
| | Created a new GIS combining existing c | | | | | | | | |
| | system is used by all departments of the | | | | | | | | |
| | system, the majority of these departmen | its would not have o | therv | | | | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | | COMPLE | | | |
| | Neenah Water Utility InfiniteGIS Implem | entation | | | IAL SERVICES | CONST | RUCTION (If applicable) | | |
| | (Neenah, Wisconsin) | | | Ongoing | | | | | |
| | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND Replaced city's need for ArcGIS on-line | | ot m | | | | ed with current firm | | |
| | new GIS application and infrastructure a | | | | | | | | |
| d | forestry, poles and signs, electrical syste | | | | | | | | |
| | | | | | | | | | |
| | modules and data to initiate repair records and associated costs. System generates frequently used reports at the press of a button once necessary information has been entered. Vehicle maintenance and shop | | | | | | | | |
| | inventories also included. All repair or in | | | | | | | | |
| | visual understanding. | | ne ut | | | nanting | | | |
| | (1) TITLE AND LOCATION (City and State) | | | | (2) YEAR | COMPLI | FTFD | | |
| | Parking Structures GIS Application for Co | ondition Assessments | 5 | PROFESSION | IAL SERVICES | | RUCTION (If applicable) | | |
| | (Madison, Wisconsin) | | | 2021 | | | , | | |
| е | (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND | | | | | | ed with current firm | | |
| | Developed interactive GIS application us | | neers | | | | | | |
| | various city owned parking facilities. Incl | | | | | | | | |
| | condition assessment report time and pr | rovided client with co | ontinu | ued access | to assessr | nent re | sults. | | |

| 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.) | | | | | |
|---|--|---|-------------------------|--|--------|
| 21. TITLE AND LOCATION (City and State) Maison Residences (Islamorada, Florida) | | 22. YEAR PROFESSIONAL SERVICES 2012 | | COMPLETED CONSTRUCTION (If applicable) In progress | |
| a. PROJECT NAME Maison Residences | 23. PROJECT OWNER'S INF c. POINT OF CONTACT NAME Mr. George Heator | | c. POINT OF (561) 83 | CONTACT TELEPHONE | NUMBER |

GRAEF provided civil engineering design, preparation of construction documents and construction administration services for four (4) new buildings consisting of sixteen (16) new residences with new interior roadway and atgrade parking. Scope of services also included French drains, on-site retention and/or drainage wells.



| | 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | | |
|----|---|------------------------------------|-------------------|--|--|--|--|
| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE | | | | |
| | | Miami, Florida | Civil Engineering | | | | |
| a. | | | | | | | |
| | | | | | | | |



| Q (Present as many proje | JECTS WHICH BEST ILLUSTRA JALIFICATIONS FOR THIS CON cts as requested by the agency, of complete one Section F for each p | ITRACT or 10 projects, if no | | | 20. EXAMPLE PROJECT KEY NUMBER | |
|---|--|---------------------------------|-----------------------|------------------|--|--|
| 21. TITLE AND LOCATION (City and State) Little Palm Villas (Islamorada, Florida) | | PROFESSION 2018 | PROFESSIONAL SERVICES | | COMPLETED CONSTRUCTION (If applicable) In progress | |
| | 23. PROJECT OWNER'S | INFORMATION | | • | | |
| a. PROJECT NAME | c. POINT OF CONTACT NA | AME | c. POINT O | F CONTACT TELEPH | ONE NUMBER | |
| Little Palm Villas | Mr. Lou Sena | (831) 917-1989 | | 17-1989 | | |

GRAEF provided civil engineering design and construction support services for five (5) new single-family residences to replace six (6) mobile homes which existed prior to Hurricane Irma. The scope of services includes the layout, PGD, water, fire and sewer.



| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | |
|---|---------------|------------------------------------|-------------------|--|--|
| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE | | |
| | GRAEF | Miami, Florida | Civil Engineering | | |
| а. | | | •···· <u> </u> | | |
| | | | | | |
| | | | | | |



| | ROJECTS WHICH BEST ILLUSTR QUALIFICATIONS FOR THIS CO projects as requested by the agency, Complete one Section F for each | NTRACT or 10 projects, if | | 20. EXAMPLE PROJECT KEY NUMBER 3 |
|--|---|------------------------------|---------------------------|---|
| 21. TITLE AND LOCATION (City and State) Pelican Cove Resort (Islamorada, Florida) | | PROFESSI 2014 | 22. YEAR ONAL SERVICES | COMPLETED CONSTRUCTION (If applicable) 2015 |
| | 23. PROJECT OWNER'S | INFORMATION | N | |
| a. PROJECT NAME | C. POINT OF CONTACT N | IAME | c. POINT OI | F CONTACT TELEPHONE NUMBER |
| Pelican Cove Resort | Mr. Rob Baker | Mr. Rob Baker (202) 47 | | |

GRAEF provided site/civil engineering for development of project. Services included design, preparation of construction documents and construction administration services for renovation of existing buildings and pool area and improve the site with new sidewalks and new drainage.



| 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | |
|---|--|--|--|--|--|
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| gineering | | | | | |
| , 3 | | | | | |
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| 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 |
|---|-------------------------|---|-----------------------------------|--|--------------------------------------|
| 21. TITLE AND LOCATION (<i>City and State</i>) Casey Key Road Shore Protection Project (Nokomis, Florida) | | 22. YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION (If applicable) In progress In progress | | | lf applicable) |
| | 23. PROJECT OWNER'S INF | ORMATION | | | |
| a. PROJECT OWNER INFORMATIONc. POINT OF CONTACT NAMESarasota County, FloridaMr. Curtis Smith | | | c. POINT OF CONTA (941) 807-40 | | MBER |

GRAEF is providing engineering services for the design and permit a protection structure from 840 North Casey Key Road to 526 North Casey Key Road, in Nokomis, Florida. The purpose of the project is to protect Casey Key Road, a hurricane evacuation route, from damage due to an eroding shoreline, storm surge, storm waves and wave overtopping during high frequency coastal storm events. North Casey Key Road is located along the Gulf Coast of Florida and fronts a narrow beach, making it especially vulnerable to storm events.

| | 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | | |
|----|---|------------------------------------|----------------------------|--|--|--|--|
| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE | | | | |
| a. | GRAEF | Sarasota, Florida | Civil Engineering | | | | |
| | | | Transportation Engineering | | | | |
| | | | Coastal Engineering | | | | |



| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT | | | | | 20. EXAMPLE PROJECT KEY NUMBER |
|---|--|--------------------------------|-------------|-------------------------------|--------------------------------------|
| (Present as many pro | pjects as requested by the agency, or Complete one Section F for each pro | | cified. | | 5 |
| 21. TITLE AND LOCATION (City and State) | | | 22. YEAR (| COMPLETED | |
| Naples Beach Stormwater Outfalls (Naples, Florida) | | PROFESSIONAL SE In progress | RVICES | CONSTRUCTION (In progress | 'lf applicable) |
| | 23. PROJECT OWNER'S IN | FORMATION | | | |
| a. PROJECT OWNER INFORMATION C. POINT OF CONTACT NAME | | E | c. POINT OF | CONTACT TELEPHO | ONE NUMBER |
| City of Naples, Florida Mr. Miguel Flores | | | (239) 2 | 13-5000 | |

Currently, the City of Naples Drainage Basin II system collects stormwater and discharges through ten (10) beach outfalls located within the intertidal beach "swash" zone. These outfalls serve a drainage area of approximately 395 acres. Following the City's stormwater management program, provided design for a functional and constructible stormwater infrastructure improvement project to reduce flooding (including sea level rise) and storm damage (for coastal resiliency) during high frequency events (e.g. <25-yr return period). The Project design addressed flooding, beach erosion, beach access, sea turtle nesting habitat, water quality and beach aesthetics, with plans for monitoring and adaptive management to ensure performance goals are met.

This phased project entails permitting of pump stations, including the environmental resource permit for both State and Federal agencies and the coastal construction control line permit. This project also includes the consolidation of beach outfalls and the conveyance of the treated stormwater to a pump station to discharge offshore. Trunkline design, water quality treatment enhancements, design of an overflow system, and associated roadway improvements are also a part of the project scope.

The overall Project design provides a low impact coastal, environmental and stormwater engineering design that includes a directionally drilled pipeline and a diffuser system, and pump stations with a filtration system to reduce chronic flooding and improve water quality.

| | 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | |
|----|---|------------------------------------|---------------------|--|--|--|
| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE | | | |
| a. | GRAEF | Sarasota, Florida | Civil Engineering | | | |
| | | | Coastal Engineering | | | |



| F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT | | | | | 20. Example Project key Number |
|--|------------------------|---------------------------------|-------------|--------------------|--------------------------------------|
| (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.) | | | | | 6 |
| 21. TITLE AND LOCATION (City and State) | | 22. YEAR (| COMPLETED | | |
| Biscayne Shores Pump Stations (Miami, Florida) | | PROFESSIONAL SERVICES CONSTRUCT | | CONSTRUCTION (If a | applicable) |
| | | In progress | | In progress | |
| | 23. PROJECT OWNER'S IN | FORMATION | | I | |
| a. PROJECT OWNER INFORMATION C. POINT OF CONTACT NAME | | 1E | c. POINT OF | CONTACT TELEPHON | E NUMBER |
| Miami-Dade County Mr. Daryl Hildoer | | | (305) 37 | 75-4972 | |

The Biscayne Shores Pump Stations 1 and 2 discharge to Biscayne Bay after filling the onsite drainage wells to capacity. The area experiences frequent flooding during a 5 yr/24 hr storms and during king tide events. GRAEF provided engineering services for a retrofit/restoration of the two stormwater pump stations which included new roofs and floors, pumps, and a generator.

GRAEF provided initial site/civil, structural, electrical, and mechanical inspections of each pump station to evaluate their present condition and preparation of recommendations for making repairs as required. For both pump stations, GRAEF designs included the replacement of axial flow pumps with new submersible pumps and controls, existing float switches with ultrasonic transmitters with programming capabilities, existing valves with new weir structure to control the discharge into Biscayne Bay, and a new seawall incorporating an energy dissipater on the discharge line.

The project is 100% designed and is currently being bid for construction. Miami-Dade County recently awarded GRAEF a contract to provide special inspection services for both this project and a pump station project for Lake Belmar.



| | 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | |
|----|---|------------------------------------|------------------------|--|--|--|
| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE | | | |
| | GRAEF | Miami, Florida | Civil Engineering | | | |
| a. | | Maitland, Florida | Structural Engineering | | | |
| | | | Mechanical Engineering | | | |
| | | | Electrical Engineering | | | |



| (Present as many projects as | CATIONS FOR THIS COI | NTRACT or 10 projects, if not s | | 20. EXAMPLE PROJECT KEY NUMBER 7 |
|---|---|------------------------------------|------------------------------|---|
| 21. TITLE AND LOCATION (City and State) Black Point Park Sanitary Sewer Im (Miami, Florida) | 22. YEAR COMPLETED | | CONSTRUCTION (If applicable) | |
| | 23. PROJECT OWNER'S | INFORMATION | | |
| a. PROJECT NAME | c. POINT OF CONTACT N | AME | c. POINT O | F CONTACT TELEPHONE NUMBER |
| Miami-Dade County | Ms. Giullermo "Willy" Pena (305) 755-79 | | 55-7914 | |

GRAEF provided professional services for the implementation of a park-wide sewage collection and transmission system; specifically including the removal of a number of septic tanks and drainfields; and, installation of a sewage collection and transmission system consisting of about 1,500 linear feet of gravity sewer main; one sewage pump station with 1,000 linear feet of 2-inch force main connecting a remote restroom facility to the gravity system; and one sewage pump station with 1,200 linear feet of 6-inch force main and 1,000 linear feet of 8-inch sewage force main extension which then connected to existing County sewer facilities.

This project was done under a continuing contract with the County as a prime consultant for the design, preparation of construction documents, permitting and construction administration services for this project. Unique features of this project included maintaining all facilities in service throughout construction, including a restaurant; a force main aerial canal crossing; and, right-of-way permitting of the work with the South Florida Water Management District.

| | 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | |
|----|---|------------------------------------|---------------------|--|--|
| a. | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | ⁽³⁾ ROLE | | |
| | GRAEF | Miami, Florida | Civil Engineering | | |



| 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 |
|---|-------------------------|----------|-------------------|-----------------|--------------------------------------|
| 21. TITLE AND LOCATION (City and State) | | | 22. YEAR C | OMPLETED | |
| Bayshore Boulevard & Prima Vi | sta/SLW Boulevard | | | CONSTRUCTION (| lf applicable) |
| Mast Arm (Port St. Lucie, Florida | a) | 2022 | | 2022 | |
| | 23. PROJECT OWNER'S INF | ORMATION | | | |
| a. PROJECT OWNER INFORMATION C. POINT OF CONTACT NAME | | | c. POINT OF CONTA | CT TELEPHONE NU | MBER |
| City of Port St. Lucie Joe DeFronzo | | | (772) 812-62 | 32 | |
| 24 RDIEE DESCRIPTION OF DROJECT AND DELEVANCE TO THIS CONTRACT (Include source size and asst) | | | | | |

Under an existing structural continuing services contract, GRAEF analyzed an existing mast arm for the addition of a sign between the first and second 3-section traffic heads closest to the pole. The existing mast arm had an existing sign, four 3-section traffic heads, and a camera mounted to the arm.

GRAEF's scope of work involved performing a site visit to confirm existing conditions, analyzing the existing mast arm, and then providing a report stating adequacy of existing mast arm and our recommendations.

| | 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | |
|----|---|---|------------------------|--|--|--|
| a. | (1) FIRM NAME | (2) FIRM LOCATION (<i>City and State</i>) | ⁽³⁾ ROLE | | | |
| | GRAEF | Maitland, Florida | Structural Engineering | | | |



| 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.) | | | | | |
|---|---|--|---|---|--|
| 21. TITLE AND LOCATION (City and State) | | | 22. YEAR COMPLETED | | |
| Hogpen Slough Trail Boardwalk | | | | lf applicable) | |
| | In progress | | | | |
| | | | | | |
| 23. PROJECT OWNER'S INF | ORMATION | | | | |
| a. PROJECT OWNER INFORMATION C. POINT OF CONTACT NAME | | c. POINT OF CONTA | CT TELEPHONE NU | MBER | |
| Marlin Engineering Betsy Jeffers, P.E. | | (561) 203-9944 | | | |
| | ALIFICATIONS FOR THIS CONTR ts as requested by the agency, or 1 implete one Section F for each proju 23. PROJECT OWNER'S INF c. POINT OF CONTACT NAME | ALIFICATIONS FOR THIS CONTRACT ts as requested by the agency, or 10 projects, if n implete one Section F for each project.) PROFESSION In progree 23. PROJECT OWNER'S INFORMATION c. POINT OF CONTACT NAME | ALIFICATIONS FOR THIS CONTRACT ts as requested by the agency, or 10 projects, if not specified. implete one Section F for each project.) 22. YEAR C PROFESSIONAL SERVICES In progress 23. PROJECT OWNER'S INFORMATION c. POINT OF CONTACT NAME c. POINT OF CONTACT NAME c. POINT OF CONTACT NAME | ALIFICATIONS FOR THIS CONTRACT ts as requested by the agency, or 10 projects, if not specified. implete one Section F for each project.) 22. YEAR COMPLETED PROFESSIONAL SERVICES In progress CONSTRUCTION (23. PROJECT OWNER'S INFORMATION c. POINT OF CONTACT NAME c. POINT OF CONTACT TELEPHONE NU | |

GRAEF is providing design and permitting for an approximate 3,500 linear foot boardwalk from Village Green Drive west to US-1 through the Hogpen Slough, an approximate 730 linear foot boardwalk from a connection at the proposed boardwalk north to Village Green Drive, west of Huffman Road, and two approximate 1,100 linear foot shared use paths connecting the proposed boardwalk to Village Green Drive utilizing existing drainage easements.

The scope of work includes revising existing site information and documentation, performing a field investigation, participation in preliminary layout and coordination of boardwalk and connection points, materials research for substructure including review of corrosion testing of soil. for superstructure including review of how aggressive environmental conditions are determined to be at the site, and of the deck and handrails including maintenance and slip resistance, coordination with the Client, Owner, and Geotechnical Engineer, boardwalk design, and coordination during permitting process including responding to permit comment.

This work is being done as part of the Village Green Corridor Revitalization project.

| | 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | | | | | | |
|----|---|------------------------------------|------------------------|--|--|--|--|--|--|--|--|
| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE | | | | | | | | |
| | GRAEF | Maitland, Florida | Structural Engineering | | | | | | | | |
| a. | | | | | | | | | | | |
| | | | | | | | | | | | |



| 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. | | | | | | | |
|--|------------------------------------|----------------|--|--|------|--|--|
| Cc | mplete one Section F for each proj | ect.) | · | | 10 | | |
| 21. TITLE AND LOCATION (City and State) | | 22. YEAR C | OMPLETED | | | | |
| Palm Beach College Pavement Management Program (Palm Beach, Florida) | | | PROFESSIONAL SERVICES CONSTRUCTION (If applicable) 2023 2023 | | | | |
| | 23. PROJECT OWNER'S INF | ORMATION | | | | | |
| a. PROJECT OWNER INFORMATION | c. POINT OF CONTACT NAME | | c. POINT OF CONTA | | MBER | | |
| Palm Beach State College | Kathy D'Amelio | (561) 868-3615 | | | | | |

GRAEF provided engineering and GIS services for an assessment of the existing pavements and the development of a pavement management program for the five campuses at Palm Beach State College: Lake Worth, Palm Beach Gardens, Boca Raton, Belle Glade, and Lox Groves.

Phase 1 of this project consisted of the pavement assessments. GRAEF's scope of work included participating in a kick-off meeting, creating a PBSC Infinite GIS site, performing onsite assessments using Infinite GIS on tablets and Paser ratings standards, and preparing color exhibits showing the assessment results.

Phase 2 consisted of development the Pavement Management Program. The scope of work included collaborating with the College and setting priorities that included preventative maintenance while considering the College's master plans and future development, preparing cost estimates for the work identified that will be used for budgeting purposes in the capital maintenance budgets going forward, preparing a Prepare Pavement Management Program to set a strategy for capital improvements, and making three presentations and attending virtual meetings to discuss the Pavement Management Program.

| | 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | | | | | | | | | |
|----|---|------------------------------------|-------------------|--|--|--|--|--|--|--|--|--|
| | (1) FIRM NAME | (2) FIRM LOCATION (City and State) | (3) ROLE | | | | | | | | | |
| a. | GRAEF | Sarasota, Florida | Civil Engineering | | | | | | | | | |
| | | | GIS Services | | | | | | | | | |
| | | | | | | | | | | | | |



| | G. KEY PERSONNEL PARTICIPATIO | ON IN EX | AMPL | E PRO | JECTS | 6 | | | | | | |
|---|---|----------|---|--|--------|--------|--------|-------|--------|--------|------|---------|
| 26. NAMES OF KEY PERSONNEL (From Section E, Block 12) Block 13) 27. ROLE IN THIS CONTRACT (From Section E, Block 13) | | | 28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below, before completing table. Place "X" under project key number for project participation same or similar role.) | | | | | | | | | |
| James Hansen, P.E. | Principal, Project Manager, Civil Engineer | | 1 | 2 | 3 | 4 X | 5 X | 6 | 7 | 8 | 9 | 10 X |
| Nelson Ortiz, P.E. | Civil Engineer | | Х | Х | Х | | | Х | Х | | | |
| Michael Lewis, P.E. | Civil Engineer | | | | | | | Х | | | | |
| Scott Hinrichs, P.E. | Structural Engineer | | | | | Х | Х | Х | | Х | Х | |
| Eugene Lozano, P.E. | Roadway Engineer | | | | | | Х | | | | | |
| Victor Granados, P.E. | Structural Engineer | | | | | | | | | Х | Х | |
| Peter Seidle, P.E. | Coastal Engineer | | | | | Х | Х | | | | | |
| Leaf Erickson, PhD, E.I. Coastal Engineering | | | | | | Х | Х | | | | | |
| Olivia Barksdale, E.I. | Coastal Engineering | | | | | Х | Х | | | | | |
| Thelma Garcia, E.I. | Civil Engineering | | Х | Х | Х | | | Х | | | | |
| Paolo Ferrera, LA | Landscape Design | | | Х | | | Х | | | | | |
| Jose Lizasoain, P.E., CxA | M/P/FP Engineer | | | | | | | | | | | |
| Alex Parrish, P.E. | Electrical Engineer | | | | | | | | | | | |
| Scott Daniel, GISP | GIS Programmer/Analyst | | | | | | | | | | | Х |
| | 29. EXAMPLE PRO | JECT KI | ΕY | | | | | | | | | |
| | IPLE PROJECT (FROM SECTION F) | No. | | | | | | | | SECTIO | | |
| 1. Maison Residences | | 6. | | | | | | _ | | s 109 | | |
| 2. Little Palm Villas | | 7. | Blac | ck Po | int Pa | ark S | anita | ry Se | wer li | mprov | veme | nts |
| 3. Pelican Cove Resort | Pelican Cove Resort | | | Bayshore Boulevard & Prima Vista/SLW Boulevard Mast Arm | | | | | | | | |
| 4. Casey Key Road Sho | re Protection Project | 9. | Hog | pen | Slou | gh Tra | ail Bo | ardw | alk | | | |
| 5. Naples Beach Storm | ž | 10. | Palr | | ach C | | | | | anage | emen | t |
| | H. ADDITIONAL INF | ORMATI | ION | | | | | | | | | |

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

See additional information as requested in the enclosed Request for Qualifications

| AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts. | |
|---|-------------------|
| | |
| 31. SIGNATURE | 32. DATE |
| James P. Hanson | November 19, 2024 |
| 33. NAME AND TITLE | |
| James Hansen, P.E. – Principal, Project Manager | |

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

| | (li | F f a firm has branch o | | GENERAL nplete for e | | | h office seeking | | |
|-----------------------|--------------------------------|-----------------------------------|---------------|--------------------------------|-------------|------------------------------------|------------------------------------|----------------------|-------------------|
| | r Branch Office) NA | ME | | | | | | | ENTITY IDENTIFIER |
| GRAEF-USA Inc. | | | | | | | 1961 | | |
| 2b. STREET | | | | | | | | 5. OWNERSH | IP |
| | lainey Court | | | | | | a. TYPE | | |
| 2c. CITY | _ | | | | TE 2e. ZIP | | Corporation | | |
| Sarasota | | | | FL | 34240 |) | b. SMALL BUSINES | SS STATUS | |
| 6a. POINT (| OF CONTACT NAM | E AND TITLE | | | | | | | anah Office) |
| | nrichs, P.E. | | | | | | 7. NAME OF FIRM | (IT BIOCK 28 IS 8 BI | anch Office) |
| | HONE NUMBER | I | C. EMAIL AD | | | | | | |
| 407-659 | -6500 | | | chs@graef | -usa.com | | | 1 | |
| | | 8a. FORMER FIRM | | any) | | 8b. YE | AR ESTABLISHED | 8c. UNIQUE E | NTITY IDENTIFIER |
| Graef, A | nhalt, Schloer | mer & Associates, In | С. | | | | | | |
| | | | | | | | 1961 | | 4706 |
| | | | | | | | | ZLC6HBYK | - |
| | 9. EMF | PLOYEES BY DISCIPL | INE | | | | ROFILE OF FIRM | | |
| | 1 | | | 6 E | | ANNUAL A | AVERAGE REVE | ENUE FOR LA | ST 5 YEARS |
| a. Function | b | . Discipline | | of Employees | | | b. Experience | 9 | Number |
| Code | A alumatica to tar. th | | (1) FIRM | (2) BRANCH | Code | A : | | | (see below) |
| 02 | Administrativ | ve | 59 | 1 | A06 | | ; Terminals and | d Hangers | 5 |
| 06 | Architects | | 8 | 0 | B01 | | s; Dormitories | | 2 |
| 08 | CADD Tech | | 27 | 1 | B02 | Bridges | <u> </u> | | 5 |
| 12 | Civil Engine | | 55 | 5 | C07 | | Engineering | | 1 |
| 15 | Construction | · · · | 7 | 0 | C10 | | nercial Building | | 5 |
| | Electrical En | | 15 | 0 | E02 | Educational Facilities; Classrooms | | | 6 |
| 23 | | tal Engineers | 2 | 0 | E09 | Environmental Impact Studies | | | 1 |
| 24 | Environment | | 0 | 0 | F02 | Field Houses; Gyms; Stadiums | | | 5 |
| 25 | | on Engineers | 0 | 0 | G01 | Garages; Vehicle Maintenance Fa | | | 5 |
| 29 | | Information System | 1 | 0 | G04 | | phic Information | | 2 |
| 34 | Hydrologists | | 0 | 0 | H04 | | ; Ventilating; Ai | | 5 |
| 38 | Land Survey | | 9 | 0 | H07 | | ys; Streets; Airf | | 6 |
| 39 | Landscape A | | 5 | 0 | H09 | | <u>I & Medical Fac</u> | cliities | 6 |
| 42 | Mechanical | Engineers | 13 | 0 | H11 | Housing | | - | 5 |
| 47 | Planners | a Mritara | 6 | 0 | L03 | | ape Architectur | | 4 3 |
| <u>56</u> 57 | Specification Structural Er | | 46 | 0 | L06 001 | | (Exterior; Stre uildings; Indus | | 5 |
| 60 | | on Engineers | 38 | 0 | P05 | | g (Community, | | 4 |
| 62 | | urce Engineers | 12 | 0 | R04 | | ion Facilities | Regional) | 5 |
| | | aros Engineers | 12 | | T03 | | k ransportation | Engineerin | 6 |
| | Other Employ | ees | | | T03 | | aphic Surveying | | 5 |
| | | Total | 304 | 7 | W03 | | Supply; Distribu | | 5 |
| 11 ΔNI | | E PROFESSIONAL | 001 | | | | | | |
| | | NUES OF FIRM | | PROF | ESSIONA | _ SERVIC | ES REVENUE IN | NDEX NUMBE | R |
| | FOR LAST : | | | ss than \$10 | | | | on to less than | |
| (Insert re | evenue index nu | umber shown at right) | | 00,000 to le | | | | on to less than | • |
| a. Federal Work 3 | | | | 50,000 to le | | | | lion to less tha | |
| b. Non-Federal Work 9 | | | | 00,000 to le | | | | lion to less tha | n \$50 million |
| c. Total V | Nork | 5. \$1 | million to le | ss man \$2 | million | 10. \$50 mil | lion or greater | | |
| | | 9 | 12. AUTI | | EPRESEN | ITATIVE | | | |
| | ^ | | The fore | egoing is a s | statement c | of facts. | | | |
| a. SIGNATU | RE | 011 | | | | | | b. DATE | |
| | James | T. Hanson | | | | | | 11/19/202 | 4 |
| c. NAME AN | | | | | | | | | |
| James H | lanseň, P.E | Principal, Project Ma | anager | | | | | | |
| | | | | | | CT V | | 1 220 (DEV/ | |

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

| | (If a firm has branch o | ffices, con | nplete for e | each speci | fic branc | | | |
|------------------------|---|---------------|--------------|---------------|-----------|--------------------------|----------------------|----------------------------|
| | Branch Office) NAME | | | | | | | ENTITY IDENTIFIER |
| GRAEF- | - | | | | | 1961 | | 3YK4TQ6 |
| 2b. STREET | | | | | | | 5. OWNERSH | IP |
| | uth Dadeland Boulevard, Suite 60 | | | | a. TYPE | | | |
| 2c. CITY | | | 2d. STA | | | Corporation | | |
| Miami | | | FL | 33156 | 1 | b. SMALL BUSINES | SS STATUS | |
| 6a. POINT C | F CONTACT NAME AND TITLE | | | | | No | | |
| Scott Hin | richs, P.E. | | | | | 7. NAME OF FIRM | (If Block 2a is a Br | anch Office) |
| | I | ic. EMAIL ADI | | | | 1 | | |
| 407-659- | 6500 | scott.hinric | chs@graef | -usa.com | | | | |
| | 8a. FORMER FIRM | NAME(S) (If | any) | | 8b. YE | AR ESTABLISHED | 8c. UNIQUE EI | NTITY IDENTIFIER |
| Graef, Ar | nhalt, Schloemer & Associates, Ind | C. | | | | | | |
| | | | | | | 1001 | | (700 |
| | | | | | | 1961 | ZLC6HBYK | 41Q6 |
| | 9. EMPLOYEES BY DISCIPL | INF | | | | ROFILE OF FIRM | | |
| | | | | AND A | NNUAL / | AVERAGE REVE | NUE FOR LAS | |
| a. Function | b. Discipline | c. Number o | | a. Profile | | b. Experience | | c. Revenue Index Number |
| Code | | (1) FIRM | (2) BRANCH | Code | | - | (see below) | |
| 02 | Administrative | 59 | 1 | A06 | | ; Terminals and | l Hangers | 5 |
| 06 | Architects | 8 | 0 | B01 | | s; Dormitories | | 2 |
| 8 | CADD Technicians | 27 | 0 | B02 | Bridges | | | 5 |
| 12 | Civil Engineers | 55 | 9 | C07 | | Engineering | 1 | |
| 15 | Construction Inspectors | 7 | 1 | C10 | | ercial Building | | 5 |
| 21 | Electrical Engineers | 15 | 0 | E02 | Educati | onal Facilities; (| 6 | |
| 23 | Environmental Engineers | 2 | 0 | E09 | Environ | mental Impact S | 1 | |
| 24 | Environmental Scientist | 0 | 0 | F02 | Field Ho | ouses; Gyms; S | 5 | |
| 25 | Fire Protection Engineers | 0 | 0 | G01 | | s; Vehicle Main | 5 | |
| 29 | Geographic Information System | 1 | 0 | G04 | | phic Informatior | | 2 |
| 34 | Hydrologists | 0 | 0 | H04 | Heating | ; Ventilating; Ai | r Condition | 5 |
| 38 | Land Surveyor | 9 | 0 | H07 | | <u>ys; Streets; Airf</u> | | 6 |
| 39 | Landscape Architect | 5 | 1 | H09 | | I & Medical Fac | ilities | 6 |
| 42 | Mechanical Engineers | 13 | 0 | H11 | Housing | | | 5 |
| 47 | Planners | 6 | 0 | L03 | | ape Architecture | | 4 |
| 56 | Specifications Writers | 1 | 0 | L06 | | (Exterior; Stree | | 3 |
| 57 | Structural Engineers | 46 | 0 | O01 | Office B | Buildings; Indust | rial Parks | 5 |
| 60 | Transportation Engineers | 38 | 0 | P05 | | g (Community, | Regional) | 4 |
| 62 | Water Resource Engineers | 12 | 0 | R04 | | tion Facilities | | 5 |
| | | | | T03 | | & ransportation | | 6 |
| | Other Employees | | | T04 | | aphic Surveying | | 5 |
| | | 304 | 12 | W03 | Water S | Supply; Distribut | ion | 5 |
| | NUAL AVERAGE PROFESSIONAL | | PROF | ESSIONAL | SERVIC | ES REVENUE IN | IDEX NUMBE | R |
| SEF | RVICES REVENUES OF FIRM | 1. Les | s than \$10 | 0 0 0 0 | | 6. \$2 millio | on to less than | \$5 million |
| (Incart ro | FOR LAST 3 YEARS venue index number shown at right) | | | ss than \$25 | 0 000 | | on to less than | |
| • | | | | ss than \$50 | | | ion to less that | |
| a. Federa | | | | ss than \$1 r | | | ion to less that | |
| | deral Work 9 | | | ss than \$2 i | | | ion or greater | |
| c. Total V | Vork 9 | 40.4417 | | | | | - | |
| | | | | REPRESEN | | | | |
| a. SIGNATUR | | | | | | | b. DATE | |
| | James T. Hansen | | | | | | 11/19/202 | 4 |
| c. NAME AND James H | | anager | | | | | | |
| | ., | | | | | | | |

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

| PART | II - GENERAL | QUALIFICATIONS |
|------|--------------|----------------|
|------|--------------|----------------|

| | | f a firm has branch o | ffices, corr | nplete for e | each speci | fic branc | | | | |
|-----------------|-------------------|-----------------------|---------------|---------------------------|--------------|-----------|--------------------|--------------------------|----------------------------|--|
| | Branch Office) NA | ME | | | | | | | ENTITY IDENTIFIER | |
| GRAEF- | | | | | | | 1961 | + ZLC6H | | |
| 2b. STREET | | D | | | | | 5. OWNERSHIP | | | |
| | itland Center | Parkway, Suite 210 | | | | | a. TYPE | | | |
| 2c. CITY | | | | | TE 2e. ZIP (| | Corporation | | | |
| Maitland | | | | FL | 32751 | | b. SMALL BUSINES | SS STATUS | | |
| 6a. POINT C | F CONTACT NAM | IE AND TITLE | | | | | No | | | |
| Scott Hin | richs, P.E. | | | | | | 7. NAME OF FIRM | (If Block 2a is a Br | anch Office) | |
| 6b. TELEPH | ONE NUMBER | | ic. EMAIL ADD | | | | | | | |
| 407-659- | 6500 | : | scott.hinric | hs@graef | -usa.com | | | | | |
| | | 8a. FORMER FIRM I | NAME(S) (If | any) | | 8b. YEA | AR ESTABLISHED | 8c. UNIQUE EI | NTITY IDENTIFIER | |
| Graef, Ar | nhalt, Schloer | mer & Associates, Ind | Э. | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | 1961 | ZLC6HBYK | ITQ6 | |
| | 0 EM | PLOYEES BY DISCIPL | | | | 10. PF | ROFILE OF FIRM | I'S EXPERIEN | CE | |
| | 9. Livii | | | | | NNUAL A | VERAGE REVE | NUE FOR LAS | | |
| a. Function | h | . Discipline | c. Number o | f Employees | a. Profile | | b. Experience | | c. Revenue Index Number | |
| Code | | | (1) FIRM | (2) BRANCH | Code | | D. Experience | (see below) | | |
| 02 | Administrativ | ve | 59 | 1 | A06 | Airports | Terminals and | Hangers | 5 | |
| 06 | Architects | | 8 | 0 | B01 | Barrack | s; Dormitories | | 2 | |
| 08 | CADD Tech | nicians | 27 | 0 | B02 | Bridges | | | 5 | |
| 12 | Civil Engine | ers | 55 | 2 | C07 | Coastal | Engineering | | 1 | |
| 15 | Construction | n Inspectors | 7 | 3 | C10 | Comme | rcial Building | | 5 | |
| 21 | Electrical Er | ngineers | 15 | 3 | E02 | Educatio | onal Facilities; (| Classrooms | 6 | |
| 23 | Environmen | tal Engineers | 2 | 0 | E09 | Environ | mental Impact | 1 | | |
| 24 | Environmen | tal Scientist | 0 | 0 | F02 | Field Ho | uses; Gyms; S | uses; Gyms; Stadiums | | |
| 25 | Fire Protecti | on Engineers | 0 | 0 | G01 | Garages | ; Vehicle Main | ; Vehicle Maintenance Fa | | |
| 29 | Geographic | Information System | 1 | 0 | G04 | Geograp | phic Information | n Systems | 2 | |
| 34 | Hydrologists | 6 | 0 | 0 | H04 | Heating | ; Ventilating; Ai | r Condition | 5 | |
| 38 | Land Survey | /or | 9 | 0 | H07 | Highway | /s; Streets; Airf | ield Paving | 6 | |
| 39 | Landscape / | Architect | 5 | 0 | H09 | Hospital | & Medical Fac | ilities | 6 | |
| 42 | Mechanical | Engineers | 13 | 5 | H11 | Housing | | | 5 | |
| 47 | Planners | | 6 | 0 | L03 | Landsca | ape Architecture | Э | 4 | |
| 56 | Specification | ns Writers | 1 | 0 | L06 | Lighting | (Exterior; Stree | ets) | 3 | |
| 57 | Structural E | ngineers | 46 | 4 | O01 | Office B | uildings; Indust | trial Parks | 5 | |
| 60 | Transportati | on Engineers | 38 | 0 | P05 | Planning | g (Community, | Regional) | 4 | |
| 62 | Water Reso | urce Engineers | 12 | 0 | R04 | Recreat | ion Facilities | | 5 | |
| | | | | | T03 | | a ransportation | | 6 | |
| | Other Employ | ees | | | T04 | | phic Surveying | | 5 | |
| | | Total | 304 | 18 | W03 | Water S | upply; Distribut | tion | 5 | |
| | | SE PROFESSIONAL | | PROF | FSSIONAL | SERVIC | ES REVENUE IN | | २ | |
| SEF | | NUES OF FIRM | 1 1 00 | s than \$100 | | | | on to less than | | |
| (line a set see | FOR LAST | | | 0,000 to le: | , | 000 | | on to less than | | |
| • | | umber shown at right) | | 50,000 to le | | | | lion to less than | | |
| a. Federa | | 3 | | 0,000 to le | | | | lion to less that | | |
| | deral Work | 9 | | million to le | | | | ion or greater | r çoo minion | |
| c. Total V | Vork | 9 | | | | | | 5 | | |
| | | | | IORIZED R going is a s | | | | | | |
| a. SIGNATUR | RE () | 0.11 | | - | | | | b. DATE | | |
| | James | T. Hanson | | | | | | 11/19/202 | 4 | |
| c. NAME AND | | Principal, Project Ma | anager | | | | | | | |
| | | | linger | | | | | | | |

Ridgecrest Community Development District Engineer RFQ Ranking Sheet

| | Ability and Adequacy | Consultant's | Geographic | Willingness to Meet | Certified Minority | Recent, Current | Volume of Work | | |
|--------------------------|----------------------|------------------|------------|---------------------|---------------------|-----------------|------------------------|-------------|---------|
| | of Personnel | Past Performance | Location | Time and Budget | Business Enterprise | and Projected | Previously Awarded to | Total Score | Ranking |
| | | | | Requirements | | Workloads | Consultant by District | | |
| | 25 Points | 25 Points | 20 Points | 15 Points | 5 Points | 5 Points | 5 Points | | |
| Hunter Engineering, Inc. | | | | | | | | | |
| Graef Engineering | | | | | | | | | |

SECTION VII

RESOLUTION 2025-37

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIDGECREST THE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE А PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO **COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND** POLK COUNTY ORDINANCE 2024-041 AND **IMPLIMENTING RESOLUTIONS;** PROVIDING FOR CONFLICTING **PROVISIONS:** PROVIDING Α SEVERABILITY CLAUSE: AND PROVIDING AN **EFFECTIVE DATE.**

WHEREAS, the Ridgecrest Community Development District ("District") is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a "governmental agency" as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 ("County Regulations"), designating the Publicly Accessible Website of URL <u>http://polkcounty.column.us/search</u> ("Publicly Accessible Website") for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite <u>Exhibit A</u>, attached hereto and incorporated by this reference, is in the best interests of the District.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIDGECREST COMMUNITY DEVELOPMENT DISTRICT:

1. **INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. **PUBLICATION OF NOTICE AND REGISTRY.** The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. **CONFLICTING PROVISIONS.** All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

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

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 8TH DAY OF JANUARY 2025.

RIDGECREST COMMUNITY DEVELOPMENT DISTRICT

Secretary/ Assistant Secretary Print Name: _____

Chair/ Vice Chair Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order: [COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

a. <u>Form of Notice.</u> County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.

b. <u>Sovereign Immunity</u>. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. <u>Notices.</u> Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. <u>Public Records.</u> The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D- R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order, effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____ GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name

____day of ______,20___

Contractor

Signature

Print/Type Name

Title

Form Participation Agreement for Publication of Legal Notices on County Designated Publicly Accessible Website

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and ______, a local government existing under the laws of the State of Florida

("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.

D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Recitals.</u> The truth and accuracy of each clause set forth above is acknowledged by the Parties.

2. <u>Designation of Website.</u> County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. <u>Utilization of Website</u>. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designated website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. <u>Term.</u> The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. <u>Compliance with Notice Requirements.</u> For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. <u>County Actions are Ministerial.</u> Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County Local Government shall construe any and all actions of County in conjunction with, or relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. <u>Sovereign Immunity</u>. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. <u>Indemnification</u>. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. <u>Termination.</u>

- 10.1. <u>Termination without cause.</u> Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.
- 10.2. <u>Termination with cause.</u> If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.
- 10.3. <u>Automatic Termination.</u> If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. <u>Notices.</u> In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager Polk County Board of County Commissioners P.O. Box 9005 Bartow, Florida 33830 With a copy to: County Attorney Polk County Board of County Commissioners P.O. Box 9005, Drawer AT01 Bartow, Florida 33830

FOR LOCAL GOVERNMENT:

Email address:

12. <u>Prior Agreements.</u> Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. <u>Assignment.</u> Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. <u>Interpretation</u>. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. <u>Third-Party Beneficiaries</u>. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue, Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. <u>Amendments.</u> No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. <u>Representation of Authority</u>. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. <u>Counterparts</u> and <u>Multiple Originals</u>. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. <u>Materiality and Waiver or Breach.</u> Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement shall not be deemed a waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. <u>Compliance with Laws.</u> Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

POLK COUNTY

Stacy M. Butterfield Clerk to the Board

a political subdivision of the State of Florida

By:_____

By:_____

Deputy Clerk

County Manager

Date:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title