

EAST RIDGE

**COMMUNITY DEVELOPMENT
DISTRICT**

March 25, 2024

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

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

March 18, 2024

Board of Supervisors
East Ridge Community Development District

Dear Board Members:

The Board of Supervisors of the East Ridge Community Development District will hold a Special Meeting on March 25, 2024 at 10:00 a.m., at Kilinski | Van Wyk, 517 E. College Avenue, Tallahassee, Florida 32301. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of District Manager Transition Items
 - A. Ratification of GMS Termination
 - B. Resolution 2024-31, Appointing and Fixing the Compensation of the District Manager; Appointing a Financial Disclosure Coordinator; Appointing an Assessment Methodology Consultant in Contemplation of the Issuance of Special Assessment Bonds; Appointing a Designated Investment Representative to Administer Investment Direction with Regard to District Funds; and Providing an Effective Date
 - C. Resolution 2024-32, Appointing and Removing Officers of the District and Providing for an Effective Date
 - D. Resolution 2024-33, Designating a Public Depository for Funds of the District; Authorizing Certain Officers of the District to Execute and Deliver Any and All Financial Reports Required by Rule, Statute, Law, Ordinance or Regulation; And Providing an Effective Date.
 - E. Resolution 2024-34, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date
 - F. Resolution 2024-35, Designating a Registered Agent and Registered Office of the District and Providing for an Effective Date
 - G. Resolution 2024-36, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date

ATTENDEES:

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

- H. Resolution 2024-37, Designating the Location of the Local District Records Office and Providing an Effective Date
 - I. Strange Zone, Inc. Quotation M24-1011 for District Website Design, Maintenance and Domain Web-Site Design Agreement
 - J. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit
 - K. Termination of Realign Web Design Services
 - L. Resolution 2024-38, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing an Effective Date
4. Consideration of Financing Items
- A. Resolution 2024-39, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, *Florida Statutes*; Authorizing the Publication of the Notice of Such Hearing as Authorized By Section 190.021, *Florida Statutes*; and Providing an Effective Date
 - B. Master Engineer's Report
 - C. Master Special Assessment Methodology Report
 - D. Resolution 2024-40, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to Be Paid by Assessments, and the Manner and Timing in Which the Assessments are to Be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied; Providing For An Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of This Resolution; and Addressing Conflicts, Severability and an Effective Date
 - E. Resolution 2024-41, Authorizing the Issuance of not Exceeding \$226,695,000 Principal Amount East Ridge Community Development District Special Assessment Revenue Bonds in One or More Series, for the Purpose of Financing The Construction and/or Acquisition by the District of the Public Improvements and Community Facilities Permitted by the Provisions of Chapter 190, Florida Statutes and the Ordinance Establishing the District; Approving a Form of a Master Trust Indenture; Approving and Appointing a Trustee; Authorizing the Commencement of Validation Proceedings Relating to the Foregoing Bonds; Authorizing and Approving Other Matters Relating to the Foregoing Bonds; and Providing an Effective Date

5. Consideration of Resolution 2024-42, Approving the Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law and Providing for an Effective Date
6. Consideration of Resolution 2024-43, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
 - A. Rules of Procedure
 - B. Notices of Rule Development and Rulemaking
7. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. Respondent: *Moore Bass Consulting, Inc.*
 - C. Competitive Selection Criteria/Ranking
 - D. Award of Contract
 - Agreement for Professional Engineering Services
8. Authorization of Request for Proposals (RFP) for Annual Audit Services
 - Designation of Board of Supervisors as Audit Committee
9. Acceptance of Unaudited Financial Statements as of February 29, 2024
10. Approval of Minutes
 - A. October 30, 2023 Landowners' Meeting
 - B. October 30, 2023 Organizational Meeting
11. Staff Reports
 - A. District Counsel: *Kilinski | Van Wyk PLLC*
 - B. District Engineer: *Moore Bass Consulting, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 29, 2024 at 10:00 AM [Uniform Method, Debt Assessment, Rules and Budget Hearings]

○ QUORUM CHECK

SEAT 1	JAY REVELL	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 2	BRAD ODOM	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 3	PETER METTLER, JR.	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 4	GARRISON BURR	☐	IN PERSON	☐	PHONE	☐	NO
SEAT 5	JAMES DAVENPORT	☐	IN PERSON	☐	PHONE	☐	NO

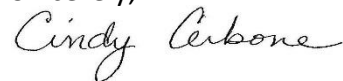
12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

Please do not hesitate to contact me directly at (561) 346-5294 with any questions.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 801 901 3513

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3B

RESOLUTION 2024-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A FINANCIAL DISCLOSURE COORDINATOR; APPOINTING AN ASSESSMENT METHODOLOGY CONSULTANT IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the East Ridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Florida; and

WHEREAS, pursuant to Section 190.007(1), *Florida Statutes*, the Board of Supervisors of the District (the “Board”) desires to employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Financial Disclosure Coordinator to 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, the Board of Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District; and

WHEREAS, the Board desires to appoint an Assessment Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to, directing the assigned Trustee; to invest District funds consistent with any and all Indentures and to maximize return; and

WHEREAS, the Board has determined that the appointment of a Financial Disclosure Coordinator, Assessment Methodology Consultant, and Investment Representative is necessary; and

WHEREAS, the Board desires to appoint a District Manager, Financial Disclosure Coordinator, Assessment Methodology Consultant, and Investment Representative, and to provide compensation for their services.

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

SECTION 1. Wrathell Hunt & Associates, LLC, is appointed as District Manager,

Financial Disclosure Coordinator, Assessment Methodology Consultant, and Investment Representative and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

SECTION 2. This authorization shall be continuing in nature until revoked by the District.

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

PASSED AND ADOPTED this 25th day of March, 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Agreement for District Management Services

Exhibit A
Agreement for District Management Services



Wrathell, Hunt and Associates, LLC

AGREEMENT FOR MANAGEMENT SERVICES
between
EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT
and
WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 25th day of March, 2024, by and between the **East Ridge Community Development District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased



Wrathell, Hunt and Associates, LLC

to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
 - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
 - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
 - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



Wrathell, Hunt and Associates, LLC

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party



Wrathell, Hunt and Associates, LLC

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager: Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

If to the DISTRICT: East Ridge Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

with a copy to: Counsel to the DISTRICT
Kilinski / Van Wyk
2016 Delta Blvd., Suite #101
Tallahassee, Florida 32303

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.



Wrathell, Hunt and Associates, LLC

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.



Wrathell, Hunt and Associates, LLC

18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
19. Wrathell, Hunt and Associates, LLC, does not represent the District as a Municipal Advisor or Securities Broker; nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC, does not provide the District with financial advisory services or offer investment advice in any form.

[SIGNATURES APPEAR ON FOLLOWING PAGES]



Wrathell, Hunt and Associates, LLC

IN WITNESS WHEREOF, the Board of Supervisors of the **East Ridge Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

BOARD OF SUPERVISORS:
EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT

Witnesses:

Print Name: _____

By: _____
Print Name _____
Chair/Vice Chair

Print Name: _____

MANAGER:
WRATHELL, HUNT & ASSOCIATES, LLC

Print Name: _____

By: _____
Craig A. Wrathell, Managing Member

Print Name: _____



EXHIBIT A - SERVICES

Wrathell, Hunt & Associates, LLC will perform all required Management functions of the **East Ridge Community Development District** (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
 - Insurance, including General Liability along with Directors and Officers Liability
 - Independent Auditor Services
 - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
 - Public Facilities Report
 - Designation of Registered Office and Registered Agent
 - Public Meeting Schedule
 - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
 - Annual Financial Audit



Wrathell, Hunt and Associates, LLC

- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and *Wrathell, Hunt & Associates, LLC* will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
 - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
 - Ensure that contract specifications are met
 - Interface with residents and contractors to ensure that anticipated service levels are being provided
 - Prepare contract amendments and change orders as necessary
 - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
 - Hire and train a highly qualified staff
 - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
 - Prepare and implement operating schedules
 - Prepare and implement operating policies



Wrathell, Hunt and Associates, LLC

- Interface with residents to ensure anticipated levels of service are being met
 - Implement internal purchasing policies
 - Prepare and bid services and commodities as necessary
- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
 - Identify new services
 - Identify expanded areas of existing services
 - Identify new levels of service
 - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

Recording Services

Wrathell, Hunt & Associates, LLC will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.



Wrathell, Hunt and Associates, LLC

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
 - Federal I.D. Number
 - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

Accounting Services

Wrathell, Hunt & Associates, LLC will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent



Wrathell, Hunt and Associates, LLC

- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
 - Prepare schedule of bank reconciliations
 - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
 - Prepare analysis of accounts receivable
 - Prepare schedule of interfund accounts
 - Prepare schedule of payables from the governments
 - Prepare schedule of all prepaid expenses
 - Prepare debt confirmation schedules
 - Prepare schedule of accounts payable
 - Prepare schedule of changes in fund balances
 - Prepare schedule of assessment revenue compared to budget
 - Prepare schedule of interest income and provide reasonableness test



Wrathell, Hunt and Associates, LLC

- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General
- Comply with District adopted Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*

Special Assessment Methodology Preparation Services

Wrathell, Hunt & Associates, LLC will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits



Wrathell, Hunt and Associates, LLC

- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan
- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

Dissemination Agent Services

Wrathell, Hunt & Associates, LLC, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.



Exhibit B - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services

FEE PROPOSED **\$48,000-annually***
***[\$2,000 per month prior to issuance of first series of bonds]**

2. Debt Service Fund Accounting/Assessment Collection Services **[Second and Subsequent Issuance of Bonds]**

FEE PROPOSED **\$5,500 annually per bond issue**

3. Assessment Methodology Consultant Services [Assessment Methodology Report]

FEE PROPOSED **\$25,000 per bond issue**

4. Issuance of Bonds, and Placement of Loans and Other District Indebtedness

FEE PROPOSED **Not to exceed \$35,000 per issue**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to **Wrathell, Hunt and Associates, LLC**. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.

4. Dissemination Agent Services

FEE PROPOSED **\$2,000 annually per bond issue**

5. Out of Pocket Expenses: **Wrathell, Hunt and Associates, LLC**, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). **Wrathell, Hunt and Associates, LLC**, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3C

RESOLUTION 2024-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the East Ridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Florida; and

WHEREAS, due to the change of the District’s management company, effective March 25, 2024, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following shall be appointed as Officer(s) of the District effective March 25, 2024:

<u>Craig Wrathell</u>	is appointed Secretary
<u>Cindy Cerbone</u>	is appointed Assistant Secretary
<u>Craig Wrathell</u>	is appointed Treasurer
<u>Jeffrey Pinder</u>	is appointed Assistant Treasurer

SECTION 2. The following shall be removed as Officer(s) as of March 25, 2024.

<u>James Oliver</u>	as Secretary
<u>Marilee Giles</u>	as Assistant Secretary
<u>Darrin Mossing</u>	as Assistant Secretary
<u>Howard McGaffney</u>	as Assistant Secretary
<u>James Oliver</u>	as Treasurer
<u>Marilee Giles</u>	Assistant Treasurer
<u>Howard McGaffney</u>	Assistant Treasurer

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

<u>Brad Odom</u>	Chair
<u>Garrison Burr</u>	Vice Chair
<u>Jay Revell</u>	Assistant Secretary
<u>Peter Mettler, Jr.</u>	Assistant Secretary
<u>James (Jamie) Davenport</u>	Assistant Secretary

PASSED AND ADOPTED THIS 25TH DAY OF MARCH, 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3D

RESOLUTION 2024-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, East Ridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has had no District revenues and has therefore made no public deposits nor has the District heretofore delegated to a Treasurer, or to any other person, responsibility for handling public deposits; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having organized by appointing a Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositors; and

WHEREAS, the Board wishes to designate a public depository for District funds.

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

SECTION 1. Truist is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

- A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.

- B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.
- C.** Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than November 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance or regulation.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of March 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3E

RESOLUTION 2024-34

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT
MANAGER TO APPOINT SIGNORS ON THE LOCAL BANK ACCOUNT;
AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, East Ridge 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 Leon County, Florida; and

WHEREAS, the District’s Board of Supervisors desires to appoint District Chair, Treasurer and Assistant Treasurer as signors on the account.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST
RIDGE COMMUNITY DEVELOPMENT DISTRICT THAT:**

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the local bank account.

2. **EFFECTIVE DATE.** This Resolution shall take effect on March 25, 2024 and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 25TH DAY OF MARCH, 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3F

RESOLUTION 2024-35

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, East Ridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. Wrathell, Hunt and Associates, LLC is hereby designated as the Registered Agent for East Ridge Community Development District.

SECTION 2. The District’s Registered Office shall be located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 3. In accordance with Section 189.014, Florida Statutes, the District’s Secretary is hereby directed to file certified copies of this Resolution with the City of Tallahassee, Florida, and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 25th day of March 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3G

RESOLUTION 2024-36

A RESOLUTION BY THE BOARD OF SUPERVISORS OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, East Ridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at 517 E. College Avenue, Tallahassee, FL 32301 within Tallahassee, Florida.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of March 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice, Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3H

RESOLUTION 2024-37

A RESOLUTION BY THE BOARD OF SUPERVISORS OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, East Ridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

WHEREAS, District records are available for public review and inspection at the offices of Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, FL 32301.

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

SECTION 1. The District’s local records office shall be located at the offices of Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, FL 32301.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of March 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

31

Strange Zone, Inc.

Quotation

260 NW 67th Street #108
Boca Raton, FL 33487
Phone: (305) 607-2989

DATE March 15, 2024
Quotation # M24-1011
Customer ID ERCDD

Prepared by: Stephan

Prepared For:
East Ridge CDD
C.O. Wrathell, Hunt and Associates, LLC
PO Box 810036
Boca Raton, Florida 33481
Phone: (561) 571-0010

Description	AMOUNT
Website creation & development <i>Website will be created using company provided colors, images & logo if available. The website will include the following pages & content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings & documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule & minutes from meetings. Website HTML Code will be WCAG 2.2 AA Compliant. Client will be responsible for providing Remediated PDF.</i>	\$975.00
Website maintenance For 1 year Please allow up to 48 hours for updates to be posted. <i>Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$50/ Page.</i>	\$600.00
Website hosting & Email For 1 year <i>Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space \$10/User/Month</i>	Included
Domain Registration (eastridgecdd.com)	\$35.00
SSL Certificates 1 year	\$69.99
TOTAL	\$ 1,679.99

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

THANK YOU FOR YOUR BUSINESS!

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3J

Date: March 19, 2024
Re: Website Mitigation Items for Accessibility

This proposal is for the website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

Technological Auditing

WCAG Standards
Technological auditing of the agreed upon pages.
Detailed Reports

Accessibility Policy and Compliance Shield

Indication to all website visitors that compliance, accessibility, and usability are a priority.
Provides contact information (phone and/or email) for users who find inaccessible areas of the website.



Scope of Services Performed by ADA Site Compliance:

- A. Technological Auditing and Reporting – WCAG Standards
- B. Accessibility Policy and Compliance Shield
- C. Technical Support – Email and Phone

Compliance Shield, Accessibility Policy and 1 Annual Technological Audit

\$210 per website (normally \$549) – Annual Pricing

East Ridge CDD

By: _____

Name: _____

Its: _____

Date: _____

ADA Site Compliance

By: *Joshua LaBadie*

Name: Joshua LaBadie

Its: Senior Compliance Advisor



EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3K



Align the future. ReAlign the past.

Customized ADA Compliant Website Proposal
for:

**East Ridge
Community Development District**

September 27, 2023





Project Scope

Website Design Overview

1. Project Background and Description

East Ridge CDD (the client) is seeking an ADA compliant website.

2. Project Scope

ReAlign Web Design (the company) will create and design a new website for **the client**. The website will aim to portray the CDD in a professional image while serving several functions such as; district information center, document storage, Florida statute requirement fulfillment, and ADA compliance.

The website will have standard security including antivirus, firewall and SSL encryption. The website will be compliant with Section 508 of the Americans with Disabilities Act (ADA) and will maintain a conformance level of AA with the Web Content Accessibility Guidelines 2.1 (WCAG 2.1).

The project is considered finished when **the client** is satisfied with the implementation of the website provided, within reason. **The company** will provide an invoice upon completion and implementation of the website. Any further revisions beyond the finished website may be subject to a fee.

3. Deliverables

The company: One completed website, site content and images, website security, antivirus and firewall, SSL implementation, domain transfer (if necessary), DNS and hosting setup, ADA Section 508 compliance and WCAG 2.1 AA conformity.

The client: Payment upon completion and invoice receipt and any content required to complete the project within the scope of work including proprietary property.

4. Price - \$1,750 Upon Completion

The company will bill \$1,750 upon completion of the finished website and acceptance by **the client**.

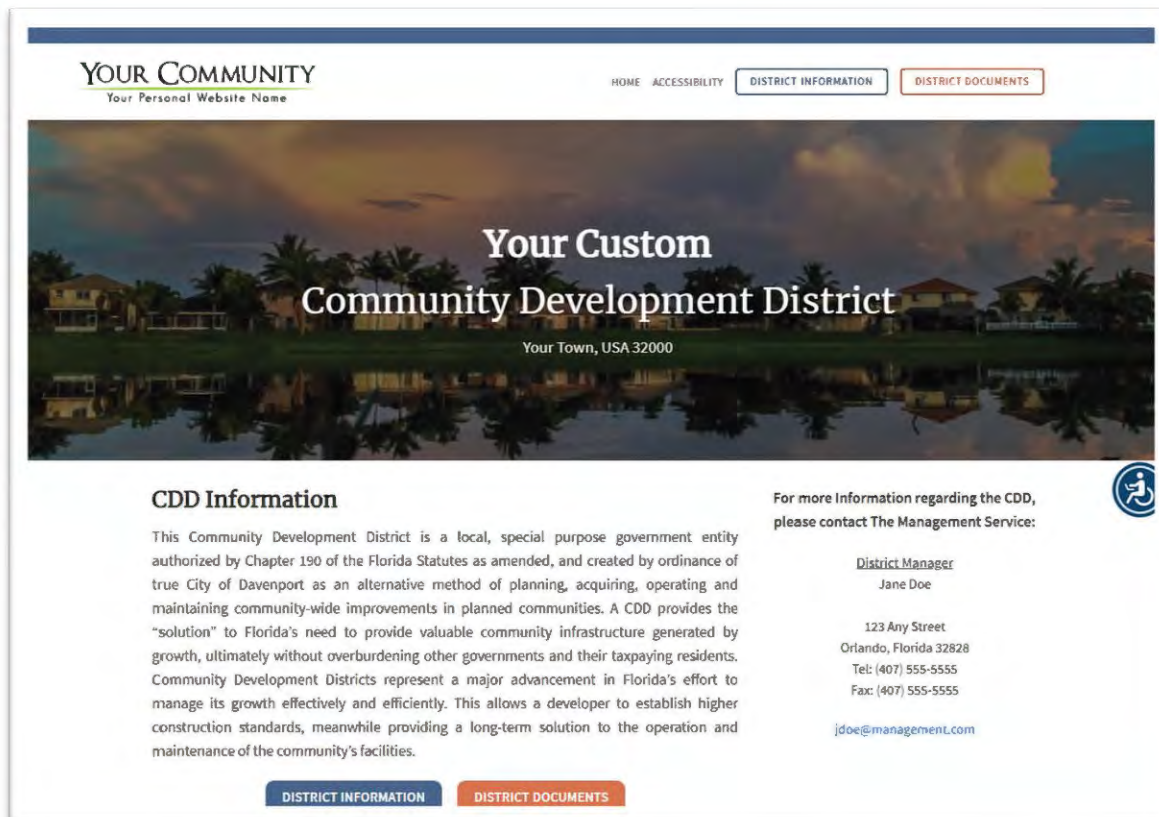
5. High-Level Timeline/Schedule

The company will utilize best efforts to deliver the completed website within one month of an executed agreement and authority to proceed.

Demo Content – Everything is Customized

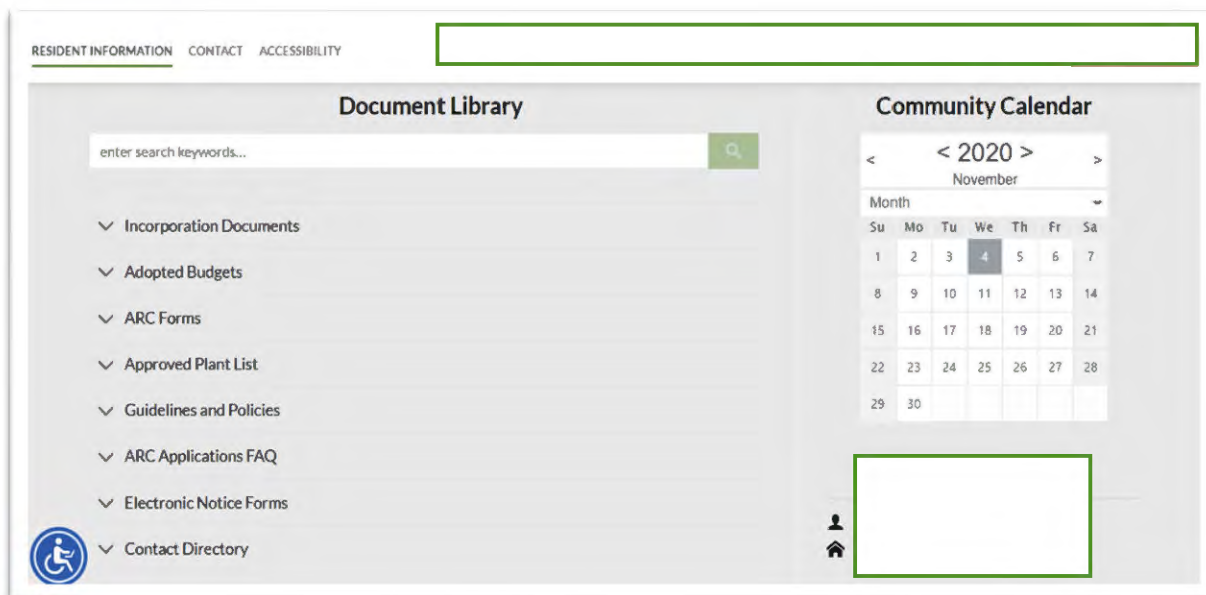
Custom Website Design

Featuring a welcome page with public information, community features and documents.



Document Storage

Quickly search, find, and download community documents like budgets, notices, and more.



Community Information

Display the current board, meeting notices, and other important information.

BOARD OF DIRECTORS

CDD Board

			
TROY GRAY BOARD MEMBER	JULY WOOD BOARD MEMBER	NICO VULTURE BOARD MEMBER	RICHY LACE BOARD MEMBER
f t i	f t i	f t i	f t i
Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.	Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.	Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.	Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.

Easy Contact

Custom contact options that notify the board and/or management company.

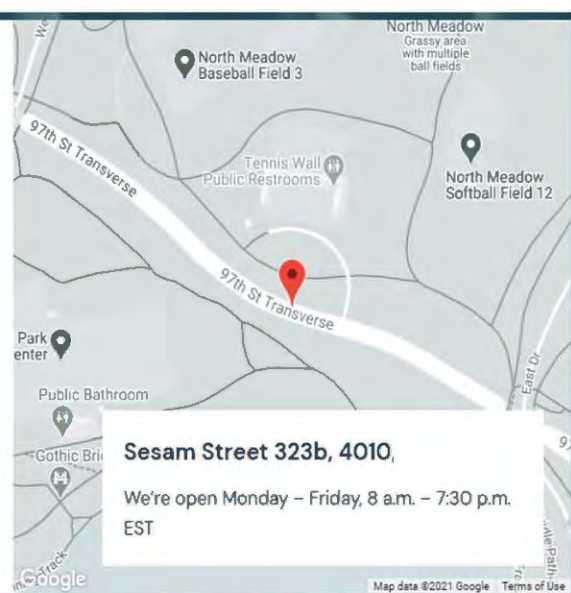
GET IN TOUCH

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh
 euismod tincidunt ut laoreet dolore magna aliquam erat volutpat.

Your Name (required)

Your Email (required)

Your Message (required)



Sesam Street 323b, 4010,
 We're open Monday – Friday, 8 a.m. – 7:30 p.m.
 EST

Map data ©2021 Google Terms of Use



Indemnification: The Company warrants that all accessibility compliance seals warrant a passing grade from the UserWay accessibility testing widget at the time of testing according to the standards set forth by UserWay. The Company does not independently verify the accuracy of accessibility tests. The Client specifically recognizes and acknowledges that ADA Section 508 guidelines and WCAG 2.1 guidelines are constantly changing and that at the time of this Agreement there is no single definitive authority on digital accessibility standards. Upon acceptance of the completed website, the Client assumes title to the website along with all responsibility for maintaining ADA 508 and WCAG 2.1 conformity and compliance. At the moment of transfer of title of the website to the Client and thereafter in perpetuity, the Client shall indemnify, defend and hold Company and its owners, shareholders, officers, directors, partners, partnerships, affiliates, subsidiaries, divisions or employees, authorized agents, independent contractors and permitted assigns ("Company Indemnified Parties") harmless from and against any and all claims, suits, actions, demands, and proceedings of any kind ("Claims"), threatened, asserted or filed against Company or any and all Company Indemnified Parties by any third party, and any damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' fees, witness fees and court costs) which may be incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), regarding non-compliance with any ADA Section 508 guidelines and WCAG 2.1 guidelines or similar regulations and cannot be held liable for any lawsuits arising therefrom.

Approval and Authority to Proceed

We approve the project as described above and authorize the team to proceed.

Service	Acceptance
Website creation - \$1,750 one-time fee	
ADA Compliance Audits - \$960 annually	

DocuSigned by:

Brad Odum

11/3/2023

Approved By: _____

Date

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

3L

RESOLUTION 2024-38

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the East Ridge 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 Tallahassee, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the annual meeting schedule for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“Fiscal Year 2023/2024”), attached as **Exhibit A**.

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

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 25th day of March, 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
TBD		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
April 29, 2024	Public Hearings and Regular Meeting	10:00 AM
May __, 2024	Regular Meeting	__:__ A/PM
June __, 2024	Regular Meeting	__:__ A/PM
July __, 2024	Regular Meeting	__:__ A/PM
August __, 2024	Regular Meeting	__:__ A/PM
September __, 2024	Regular Meeting	__:__ A/PM

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

4A

RESOLUTION 2024-39

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING AS AUTHORIZED BY SECTION 190.021, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, East Ridge Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Florida; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District's Board of Supervisors (the "Board") to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

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

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, _____, 2024 at __: __ .m., 517 E. College Avenue, Tallahassee, Florida 32301.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

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

PASSED AND ADOPTED this 25th day of March 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

4B

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT MASTER ENGINEER'S REPORT

Prepared for:

**Board of Supervisors
East Ridge Community Development District**

Prepared by:

Moore Bass Consulting, Inc.

March 2024

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INTRODUCTION

The East Ridge Community Development District (“District”) is an 893.47 +/- acre community development district located in the City of Tallahassee, Leon County, Florida (see **Exhibit A**, District Location Map). The land within the District is currently an undeveloped parcel known as the “Welaunee Heel” which will provide infrastructure for the development (the “Development”). The Development is a mixed use planned development generally located north of Mahan Drive, south of Miccosukee Road and east of Interstate 10.

The District was established by City of Tallahassee (“COT”) Ordinance No. 23-O-26, effective August 23, 2023. The anticipated land uses within the District consist of a mix of commercial and residential development. These land uses, which are subject to change based on a number of factors, are depicted in **Table 1**. The anticipated gross and developable acreage by land use category per the PUD is outlined in **Table 2**.

TABLE 1 - Land Uses

Type	Approximate Area
Residential	470 acres (+/-)
Commercial	110 acres (+/-)
Institutional	24 acres (+/-)
Open Space (ponds, buffers, wetlands, etc.)	271 acres (+/-)
Other (road rights-of-way)	18 acres (+/-)
TOTAL:	893 acres (+/-)

TABLE 2 – Gross and Developable Acreage by Land Use Category

Category	Gross Acreage by Area	Developable Acreage by Area*
Area 1 – Town Center and Multi-Family Residential	73 acres (+/-)	47 acres (+/-)
Area 2 – Employment Center, Multi-Family Residential, Institutional	157 acres (+/-)	101 acres (+/-) **
Area 3 – Single Family Residential	663 acres (+/-)	425 acres (+/-)
*TOTAL:	893 acres (+/-)	573 acres (+/-)

* Open space not included

** Includes projected 24-acre public institutional use; developable acreage may be reduced upon conveyance to public entity

The District's boundary and legal description are provided in **Exhibit B**. The currently proposed development program for the District is presented in **Table 3**.

TABLE 3 - Development Program

Category	Description
Area 1	Commercial Uses*, Multi-Family Residential (300 units)
Area 2	Commercial Uses*, Institutional Use, Multi-Family Residential (300 units)
Area 3	Single-Family Attached and Detached Residential (1,507 units) **

* Areas 1 and 2 will include commercial uses that will not exceed 1,143,472 square feet (building area)

** See Table 3A for Area 3 Single-Family Residential lot types and quantities

TABLE 3A – Area 3 Single-Family Lot Mix

Lot Size (front foot)	Lot Count	% of Total
22 to 30	82	5%
40	300	20%
50	700	46%
60	300	20%
70	75	5%
80	50	3%
TOTALS:	1,507	100%

The current proposed Master Plan is depicted in **Exhibit C**. The proposed plan contained in this Report reflects the current intentions of the District. However, the units and planned improvements are subject to modification in the future. The implementation of any improvements outlined herein requires final approval by the District's Board of Supervisors.

To serve the landowners and residents of the District, the District has developed a Capital Improvement Plan ("CIP") to allow it to finance and construct certain roadways (onsite and offsite), water distribution systems, sanitary sewer collection and conveyance systems, earthwork, stormwater management systems, amenities and common areas, landscape and irrigation, and professional consultant fees all associated therewith.

A description and basis of costs for each improvement is contained within the tables and this Report. The CIP reflects the current intentions of the District. Cost estimates contained in this report are based upon year 2024 dollars and have been prepared based upon the best available information, but in some cases without benefit of final engineering design and environmental permitting. Moore Bass Consulting, Inc. believes the estimates to be accurate based upon the available information, however, actual costs will vary based on final engineering, planning, and approvals from regulatory agencies.

CAPITAL IMPROVEMENT PLAN

The CIP is anticipated to be built in a series of phases. The phasing of the project allows the improvements to be constructed as needed throughout the buildout of the District. Any public improvements or facilities acquired by the District will be valued at the lesser of cost or fair market value.

An Opinion of Probable Cost for the proposed CIP follows in **Table 4**.

TABLE 4 – Opinion of Probable Cost

Improvement Description	Estimated Cost
Roadway Improvements	\$44,875,000
Water and Sanitary Sewer Systems	\$28,000,000
Earthwork	\$20,750,000
Stormwater Management System	\$5,375,000
Amenities and Common Area Improvements	\$15,000,000
Landscape and Irrigation	\$4,000,000
Offsite Roadway Improvements	\$5,100,000
Professional Fees and Permitting	\$14,800,000
Contingency	\$27,600,000
TOTAL:	\$165,500,000

A separation of costs into Areas 1, 2, and 3 (as referenced in **Table 2**) can be found in **Tables 4A** (Area 1), **Table 4B** (Area 2), and **Table 4C** (Area 3).

Table 4A provides a summary of the proposed CIP and corresponding cost estimates and benefit allocation to Area 1, which includes the proposed “Town Center” and a portion of the multi-family units. **Table 4B** provides a summary of the proposed CIP and corresponding cost estimates and benefit allocation to Area 2, which includes the proposed “Employment Center,” a portion of the multi-family units, and an institutional use. **Table 4C** provides a summary of the proposed CIP and corresponding cost estimates and benefit allocation to Area 3, which includes the single-family attached and detached units in the District. A site plan depiction of Areas 1, 2, and 3, including gross

and developable acreages listed in **Table 2**, is included **Exhibit D**.

Area 1

Area 1 within the District is made up of the Town Center and a portion of the proposed multi-family residential units. Landowners and residents in Area 1 will not benefit from the District's amenities and common area improvements and therefore have no benefit assigned from those categories. The multi-family units are anticipated to have private amenities in Area 1 that will not be financed, owned or operated by the District. The benefit calculation per CIP category is as set forth in **Table 4A**; because of the uncertainty surrounding the ultimate plan of development in Area 1, unless otherwise noted, a per acreage benefit calculation has been used. Area 1 costs set forth in **Table 4A** show the relative benefit from the District's proposed CIP, which includes:

- A portion of the internal roadways and spine road providing access to Area 1 on a per linear foot basis.
- A portion of the water, sanitary sewer, and stormwater improvements necessary for development and delivery of the land uses in Area 1.
- A portion of the entry area landscaping, irrigation and related improvements benefiting Area 1.
- A portion of the offsite roadway improvements as required by the Development Agreement benefiting all developable acreage in the District.
- A portion of the soft costs and contingency applicable to Area 1.

TABLE 4A - Area 1 Costs

Improvement Description	Estimated Cost
Roadway Improvements	\$2,300,000
Water and Sanitary Sewer Systems	\$1,850,000
Earthwork	\$1,750,000
Stormwater Management System	\$375,000
Amenities and Common Area Improvements	\$0
Landscape and Irrigation	\$340,000
Offsite Roadway Improvements	\$1,885,000
Professional Fees and Permitting	\$1,025,000
Contingency	\$1,910,000
TOTAL:	\$11,435,000

Area 2

Area 2 within the District is made up of the Employment Center, a portion of the proposed multi-family residential units, and a proposed 24-acre +/- institutional (public school) use that may be

conveyed to a public entity. Landowners and residents in Area 2 will not benefit from the District's amenities and common area improvements and therefore have no benefit assigned from those categories. The multi-family units are anticipated to have private amenities in Area 2 that will not be financed, owned or operated by the District. The benefit calculation per CIP category is as set forth in **Table 4B**; because of the uncertainty surrounding the ultimate plan of development in Area 2, unless otherwise noted, a per acreage benefit calculation has been used. Area 2 costs set forth in **Table 4B** show the relative benefit from the District's proposed CIP, which includes:

- A portion of the internal roadways and spine road providing access to Area 2 on a per linear foot basis.
- A portion of the water, sanitary sewer, and stormwater improvements necessary for development and delivery of the land uses in Area 2.
- A portion of the entry area landscaping, irrigation and related improvements benefiting Area 2.
- A portion of the offsite roadway improvements as required by the Development Agreement benefiting all developable acreage in the District.
- A portion of the soft costs and contingency applicable to Area 2.

TABLE 4B – Area 2 Costs

Improvement Description	Estimated Cost
Roadway Improvements	\$2,660,000
Water and Sanitary Sewer Systems	\$1,450,000
Earthwork	\$4,190,000
Stormwater Management System	\$700,000
Amenities and Common Area Improvements	\$0
Landscape and Irrigation	\$810,000
Offsite Roadway Improvements	\$865,000
Professional Fees and Permitting	\$1,285,000
Contingency	\$2,395,000
TOTAL:	\$14,355,000

Area 3

Area 3 within the District is made up of the traditional detached and attached single-family residential units. Landowners and residents in Area 3 will benefit from all categories of the CIP. The benefit calculation per CIP category is as set forth in **Table 4C**; because of the uncertainty surrounding the ultimate plan of development in Area 3, unless otherwise noted, a per acreage benefit calculation has been used. Area 3 costs set forth in **Table 4C** show the relative benefit from the District's proposed CIP, which includes:

- A portion of the internal roadways and spine road providing access to Area 3 on a per linear foot basis.
- A portion of the water, sanitary sewer, and stormwater improvements necessary for development and delivery of the land uses in Area 3.
- A portion of the entry area landscaping, irrigation and related improvements benefiting Area 3.
- A portion of the offsite roadway improvements as required by the Development Agreement benefiting all developable acreage in the District.
- All of the amenities and common area improvements proposed in the District. All such improvements will be open to Area 3 residents without an additional fee and open to the general public, subject to a reasonable fee adopted by the District pursuant to Florida law.
- A portion of the soft costs and contingency applicable to Area 3.

TABLE 4C - Area 3 Costs

Improvement Description	Estimated Cost
Roadway Improvements	\$39,790,000
Water and Sanitary Sewer Systems	\$24,700,000
Earthwork	\$14,810,000
Stormwater Management System	\$4,425,000
Amenities and Common Area Improvements	\$15,000,000
Landscape and Irrigation	\$2,850,000
Offsite Roadway Improvements	\$2,350,000
Professional Fees and Permitting	\$12,490,000
Contingency	\$23,295,000
TOTAL:	\$139,710,000

Capital Improvement Infrastructure Components

The CIP consists of public infrastructure improvements necessary to support the development of the various uses and unit types within the Development. The primary components of the CIP include roadways built to an "urban" typical section, a stormwater management system (including onsite pipes and inlets, to collect and convey stormwater, and multiple detention and retention stormwater management facilities), water and sewer facilities (including distribution, collection, and conveyance), amenities and common area improvements, landscape and irrigation improvements, offsite improvements (required by regulatory approvals to support the Development including, but not necessarily limited to, roadway improvements), and related soft costs.

Below ground installation of telecommunications and third-party utilities (cable TV, internet, fiber, etc.) will occur but will not be funded by the District. Electric infrastructure (transformers, streetlights, etc.) will not be funded by the District. Streetlights beyond the COT standard streetlight

(i.e., special character lights) will be the responsibility of the District if implemented. Conduits to serve electric infrastructure will be included in roadway construction and will be the responsibility of the District.

The estimated cost for roadway improvements included in the CIP is based upon curb and gutter section roadways with variable pavement widths, within variable width rights-of-way. This line item includes the required sediment and erosion control, subgrade preparation, base, asphalt, stormwater conveyance pipes and inlets, and all other work necessary for the complete roadway system in the right-of-way area. Conduits for electrical services and street lighting are included. Stabilization for disturbed areas within the rights-of-way, which are outside of the paved areas, will be sodded and/or seeded and grassed to provide erosion and sediment control in accordance with state and local standards. The cost estimate for roadway improvements also includes offsite transportation improvements required by the Florida Department of Transportation (“FDOT”) and the Development Agreement for the Development. At this time, there are anticipated to be concurrency fee credits associated with the onsite and offsite transportation improvements. Credits, if any, may be remitted to the District as may be required by the bond documents. Onsite and offsite road rights-of-way are anticipated to be owned and maintained by the City of Tallahassee and/or FDOT, as applicable.

The estimated cost for the water and sanitary sewer systems includes the complete systems required for underground water transmission and wastewater (sewer) collection to serve the development. Water and sanitary sewer system components include piping, valves, hydrants, services, manholes, lift stations, and all other appurtenances required to construct the system in accordance with state and local standards. The infrastructure improvements shall be designed and constructed to meet the COT standards which meet or exceed respective state standards. As represented by COT through the development’s Development Agreement, water and sewer capacity for this project is available.

The estimated cost for earthwork includes the stripping of topsoil, clearing, and grubbing for all developable areas of the project outside of stormwater pond footprints (which are contained in the stormwater management systems cost). Subject to final grading design of individual phases of development and based on mass grading design performed at the time of this report, the earthwork cost line item assumes earthwork comprising an average grade change of two feet across the above-noted area.

The estimated cost for the stormwater management system includes all pond and pond-related stormwater improvements required to provide treatment and attenuation of stormwater runoff from the project in accordance with Northwest Florida Water Management District (“NWFWM”) and COT standards. The stormwater management system line item includes preparation of pond areas (stripping of topsoil, clearing and grubbing), detention and retention ponds, outfall control structures, and sod/stabilization.

The District intends to develop residential amenities and common area improvements for Area 3, which may include but are not limited to pocket park(s), clubhouse(s), multi-use path/trail system(s), and otherwise improved common area(s).

Landscaping, irrigation, and hardscaping, including entry features and walls at the entrances and along the outside boundary of the Development are planned to be provided by the District. The irrigation system will connect to the potable water system. The irrigation mains to the various phases of the Development are anticipated to be funded by the District and to be operated and maintained by the District. Landscaping for the internal roadways within the Development will consist of sod, annual flowers, shrubs, ground cover, and trees. Hardscaping improvements are anticipated in other common areas. Hardscaping improvements are also anticipated to be funded, owned, and maintained by the District.

The estimated cost for offsite roadway improvements includes the required lane additions, turn lanes, signalization, and other related improvements for Mahan Drive. These improvements are required by FDOT and COT to implement the development and benefits conferred from the offsite roadway improvements are likewise allocated among Areas 1, 2, and 3 on an estimated linear feet basis.

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits.

OWNERSHIP & MAINTENANCE

The construction and maintenance of the proposed improvements are necessary and will benefit the property within the District. Ownership and maintenance of the improvements is generally anticipated as set forth in **Table 5**.

TABLE 5 - Ownership and Maintenance Summary

Proposed Infrastructure Improvement	Ownership	Operation & Maintenance
Roadways	City/FDOT as applicable	City/FDOT as applicable
Water and Sanitary Sewer Systems	City	City
Stormwater Management Systems	CDD	CDD
Amenities and Common Area	CDD	CDD
Landscape and Irrigation	CDD	CDD

It is anticipated that, in addition to the annual non-ad valorem assessments to be levied and collected by the District to pay debt service on its bonds, the District will levy and collect an annual "Maintenance Assessment" to be determined, assessed, and levied by the District's Board of

Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining the improvements.

PERMITTING

Design and permitting for the improvements described in this CIP is ongoing, and a tentative schedule is provided below in **Table 6** below:

TABLE 6 - Permit Summary

Item	Estimated Agency Approval Date
1. PUD Zoning	June 2023 (approved)
2. Development Agreement	October 2023
3. NWFWMD Conceptual ERP	February 2024
4. COT Preliminary Plat / Site Plan	September 2024
5. COT Environmental Management Permit	September 2024
6. NWFMD Construction Environmental Resource Permit	September 2024
7. FDEP Water and Sewer	September 2024
8. FDOT Access and Drainage Connection	November 2024

The above schedule references an initial phase of development. Subsequent phases of development will follow a similar pattern of approximately 10 to 12 months from initiation of concept design to regulatory permit issuance.

There is a reasonable expectation that the remaining required permits for the District improvements are obtainable, however, all permits are subject to final agency action.

ENGINEER'S OPINION

It is my professional opinion that these infrastructure improvements will benefit and add value to the assessable lands within the District as outlined herein. Such assessable property within the District will receive a special benefit from the improvements provided by the CIP, which benefit will be at least equal to the cost of such improvements. Infrastructure costs are for public improvements or community facilities as set forth in section 190.012(1) and (2) of the Florida Statutes. The Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. Accordingly,

the information set forth herein may require modification to confirm to final site plans.

The estimate of infrastructure construction costs, listed in **Tables 4, 4A, 4B and 4C**, is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Leon County. In no event will the District pay more than the actual cost or fair market value of the public improvements constituting the CIP, whichever is the least.

All of the foregoing improvements are required by applicable development approvals. Note that if there are impact fee credits available from the construction of any roadway and utility improvements, the same may be remitted to the District as is required by the County or may be required by bond documents associated with financing of those improvements by the District.

Assuming project construction continues in a timely manner, it is our opinion that the proposed improvements, if constructed and built in substantial accordance with the approved plans and specifications, can be completed and meets their intended functions. Where necessary, historical costs, and information from other professional or utility consultants and contractors have been used in preparation of this report. Consultants and contractors who have contributed to providing the cost data included in this report are from reputable entities in the Leon County area. It is therefore our opinion that the construction of the proposed project can be completed at the cost stated.

Amir Darabi
Digitally signed by Amir Darabi
DN: CN=Amir Darabi,
dnQualifier=A01410C0000018C652C3F19000FA872,
O=MOORE BASS CONSULTING, C=US
Date: 2024.03.22 16:36:30-04'00'

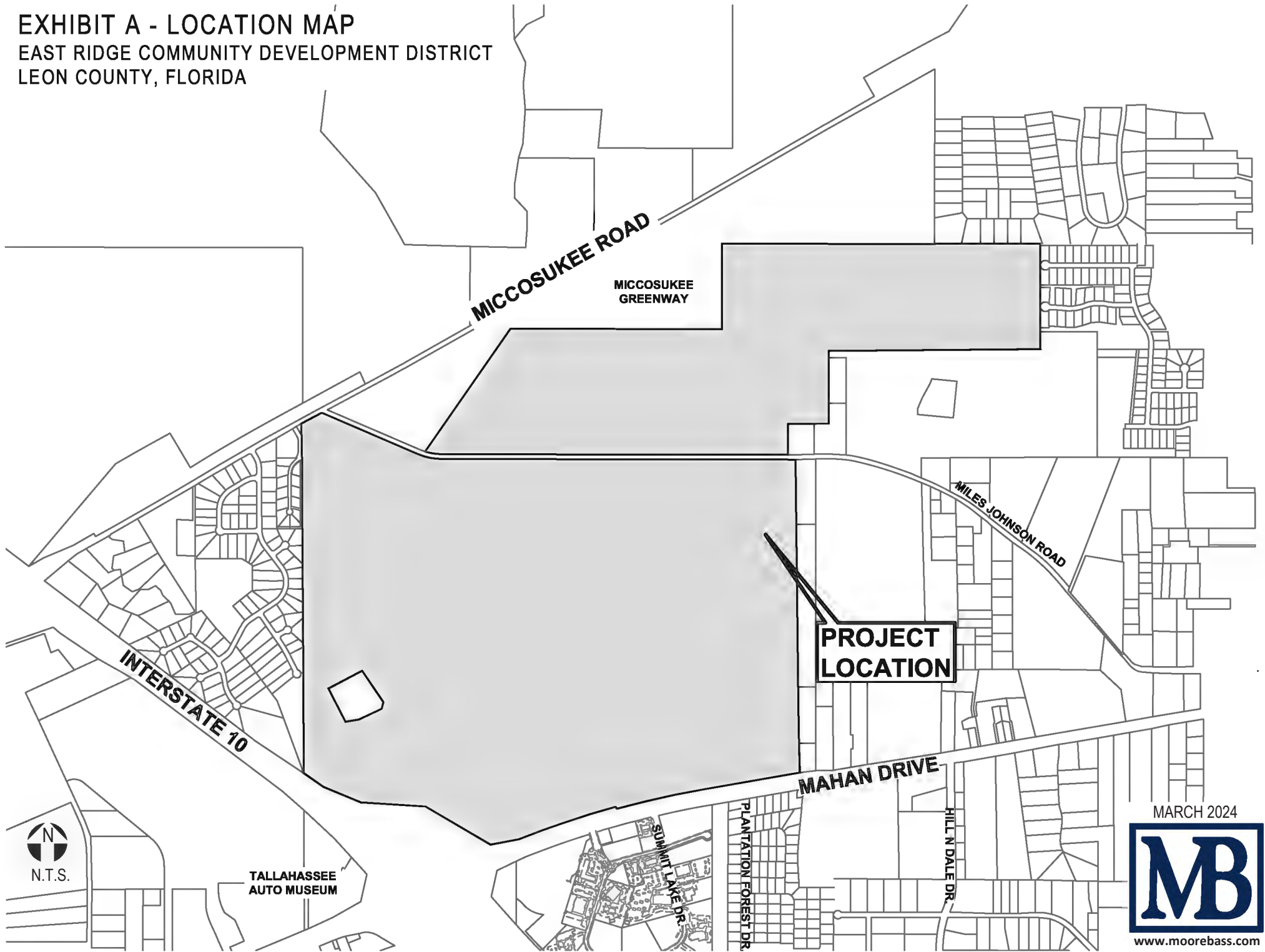
Amir Darabi, P.E.
State of Florida, Professional Engineer,
License No. 68298

This item has been digitally signed and sealed
by Amir Darabi on the date indicated here.

Printed copies of this document are not considered
signed and sealed and the signature must be
verified on any electronic copies.

Exhibit A

EXHIBIT A - LOCATION MAP
EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEON COUNTY, FLORIDA



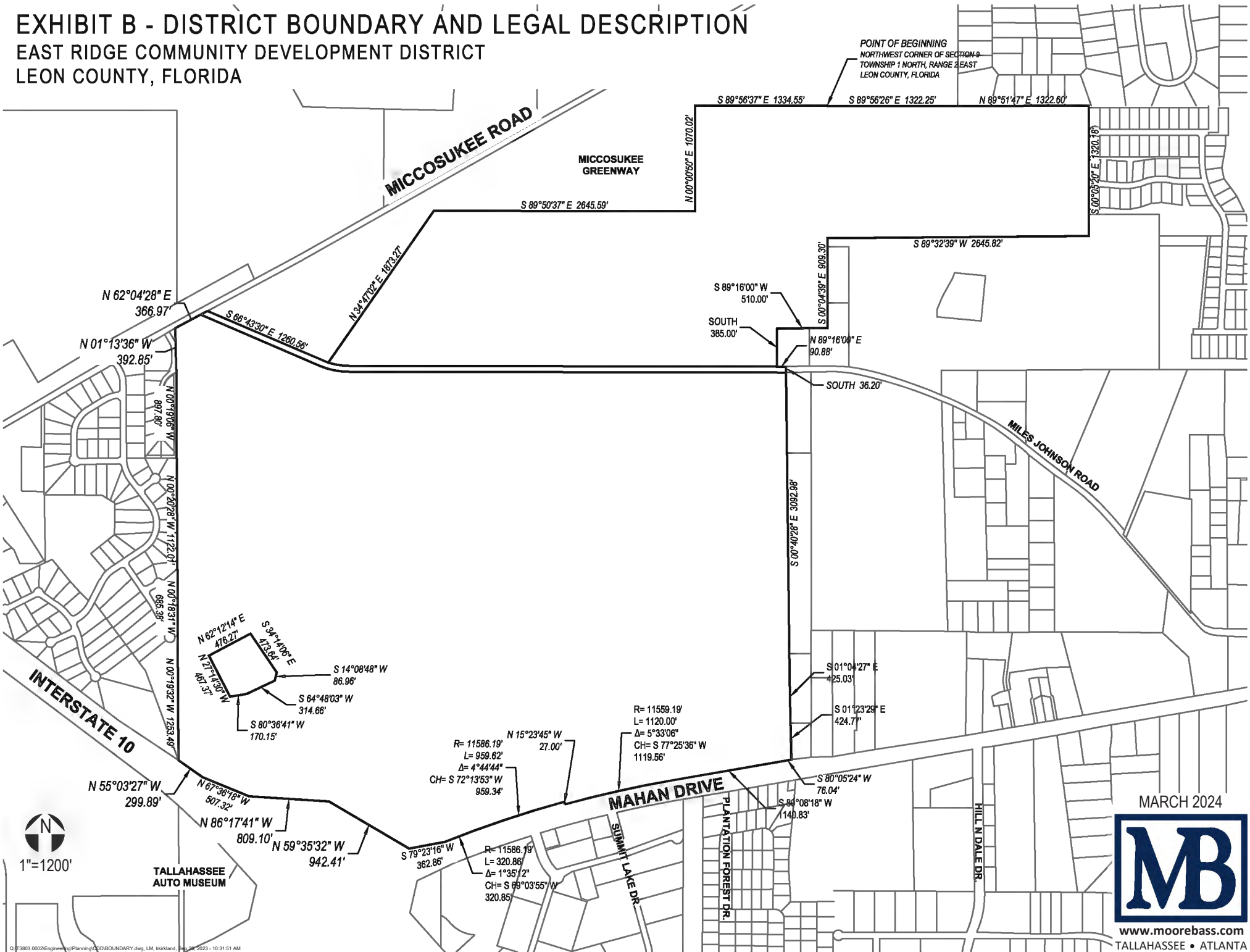
MARCH 2024



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Exhibit B

LEON COUNTY, FLORIDA



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EXHIBIT B - DISTRICT BOUNDARY AND LEGAL DESCRIPTION

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

LEON COUNTY, FLORIDA

LEGAL DESCRIPTION - BY SURVEY:

A PORTION OF LANDS LYING WITHIN SECTIONS 7, 8, 9, 17, AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, KNOWN AS THE WELAUNEE PLANTATION, BEING MORE PARTICULARLY DESCRIBED BY RECENT SURVEY AS FOLLOWS:

BEGIN AT A FOUND TERRACOTTA MONUMENT (NO ID) MARKING THE SOUTHWEST CORNER OF SECTION 4, SOUTHEAST CORNER OF SECTION 5, NORTHEAST CORNER OF SECTION 8, AND NORTHWEST CORNER OF SECTION 9, ALL WITHIN TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, LYING ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED AS PARCEL 3 OF THE MICCOSUKEE CANOPY ROAD GREENWAY IN OFFICIAL RECORDS BOOK 2122, PAGE 1039 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, ALSO BEING THE SAME LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2175, PAGE 459; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS AND THE NORTHERLY BOUNDARY OF SECTION 9 AND THE SOUTHERLY BOUNDARY OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 2 EAST, S 89°56'26" E, 1322.25 FEET TO A FOUND TERRACOTTA MONUMENT (NO ID) MARKING THE SOUTHEAST CORNER OF SAID PARCEL 3, THE SOUTHWEST CORNER OF LOT 24, MICCOSUKEE MEADOWS (UNRECORDED SUBDIVISION), AND THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 4 AND SAID SUBDIVISION LOTS 19, 20, 21, 22, 23, AND 24, N 89°51'47" E, 1322.60 FEET TO A FOUND CONCRETE MONUMENT (NO ID) LYING ON THE SOUTHERLY BOUNDARY OF SAID LOT 19, MARKING THE NORTHEAST CORNER OF EMERALD ACRES PHASE III, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 46; THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID LOT 19 AND THE SOUTHERLY BOUNDARY OF SAID SECTION 4, AND ALONG THE WESTERLY BOUNDARY OF SAID EMERALD ACRES PHASE III AND THE WESTERLY BOUNDARY OF EMERALD ACRES PHASE IV, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 29 AND A PROJECTION SOUTHERLY THEREOF, AND THE EASTERLY BOUNDARY OF THE WEST HALF OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, S 00°05'20" E, 1320.18 FEET TO A FOUND CONCRETE MONUMENT (NO ID) LYING ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5332, PAGE 27 AND THE SOUTHERLY BOUNDARY OF THE NORTH HALF OF THE NORTH HALF OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST; THENCE ALONG SAID BOUNDARY S 89°32'39" W, 2645.82 FEET TO A FOUND CONCRETE MONUMENT (#5831) MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST AND THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5332, PAGE 27; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SECTION 9, THE WESTERLY BOUNDARY OF SAID LANDS, AND THE WESTERLY BOUNDARY OF LANDS DESCRIBED AS LOTS 1 AND 2 OF A LIMITED PARTITION AS RECORDED IN OFFICIAL RECORDS BOOK 5412, PAGE 2187, S 00°04'39" E, 909.30 FEET TO A FOUND CONCRETE MONUMENT (#7245) LYING ON THE WESTERLY BOUNDARY OF SAID LOT 2, MARKING THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 81, PAGE 306; THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG THE NORTHERLY BOUNDARY OF SAID LANDS AND LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 73, PAGE 412, S 89°16'00" W, 510.00 FEET TO A FOUND CONCRETE MONUMENT (#7245) MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 73, PAGE 412; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LANDS, SOUTH, 385.00 FEET TO A FOUND CONCRETE MONUMENT (#7245) MARKING THE SOUTHWEST CORNER OF SAID LANDS, LYING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MILES JOHNSON ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1641, PAGE 1607; THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID LANDS, N 89°16'00" E, 90.88 FEET TO A FOUND CONCRETE MONUMENT (#7245); THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID LANDS, SOUTH, 36.20 FEET TO A FOUND PINCHED IRON PIPE (NO ID); THENCE ALONG THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909 AND THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3937, PAGE 156 AND A PROJECTION NORTHERLY THEREOF, S 00°40'28" E, 3092.98 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE) LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3937, PAGE 156, AND MARKING THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 593; THENCE ALONG THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 593 AND THE AFOREMENTIONED WESTERLY BOUNDARY, S 01°04'27" E, 425.03 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE ALONG SAID EASTERLY BOUNDARY, SAID WESTERLY BOUNDARY, AND THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4007, PAGE 1856, S 01°23'29" E, 424.77 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE) MARKING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4007, PAGE 1856, THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 593, AND LYING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE (US HIGHWAY #90); THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 593, S 80°05'24" W, 76.04 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE) MARKING THE SOUTHWEST CORNER OF SAID LANDS; THENCE S 80°08'18" W, 1140.83 FEET TO A FOUND CONCRETE MONUMENT (#7245) AND A CURVE CONCAVE SOUTHEASTERLY, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 11559.19 FEET, THROUGH A CENTRAL ANGLE OF 5°33'06", FOR AN ARC LENGTH OF 1120.00 FEET (CHORD BEARS S 77°25'36" W, 1119.56 FEET) TO A FOUND CONCRETE MONUMENT (#7245); THENCE N 15°23'45" W, 27.00 FEET TO A FOUND CONCRETE MONUMENT (#7245) AND A CURVE CONCAVE SOUTHEASTERLY, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 11586.19 FEET, THROUGH A CENTRAL ANGLE OF 4°44'44", FOR AN ARC LENGTH OF 959.62 FEET (CHORD BEARS S 72°13'53" W, 959.34 FEET) TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 11586.19 FEET, THROUGH A CENTRAL ANGLE OF 1°35'12", FOR AN ARC LENGTH OF 320.86 FEET (CHORD BEARS S 69°03'55" W, 320.85 FEET) TO A FOUND CONCRETE MONUMENT (#7245); THENCE S 79°23'16" W, 362.86 FEET TO A FOUND CONCRETE MONUMENT (#7245) MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE (US HIGHWAY #90) WITH THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 (STATE ROAD #8), LYING ON THE SOUTHERLY BOUNDARY OF A 50 FOOT WIDE CITY OF TALLAHASSEE ACCESS AND DISTRIBUTION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 631 AND OFFICIAL RECORDS BOOK 4512, PAGE 1369; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID EASEMENT N 59°35'32" W, 942.41 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE N 86°17'41" W, 809.10 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID EASEMENT AND THE SOUTHERLY BOUNDARY OF A CITY OF TALLAHASSEE UTILITY EASEMENT "UG-9" AS RECORDED IN OFFICIAL RECORDS BOOK 3450, PAGE 631 AND OFFICIAL RECORDS BOOK 4512, PAGE 1369, N 67°36'18" W, 507.32 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE N 55°03'27" W, 299.89 FEET TO A FOUND IRON ROD AND CAP (NO ID) MARKING THE SOUTHEAST CORNER OF LOT 26, BLOCK "A" OF ARVAH BRANCH (UNRECORDED SUBDIVISION), SAID POINT BEING N 55°03'27" W, 276.91 FEET FROM THE SOUTHWEST CORNER OF SAID EASEMENT AND LYING ON THE WEST BOUNDARY OF THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE LEAVING THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 (STATE ROAD #8) AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 26 AND SAID WESTERLY BOUNDARY, N 00°19'32" W, 1253.49 FEET TO A FOUND CONCRETE MONUMENT (#0340) MARKING THE NORTHEAST CORNER OF SAID LOT 26 AND THE SOUTHEAST CORNER OF LOT 25, BLOCK "A", LYING ON THE SOUTHERLY BOUNDARY OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE LEAVING SAID SOUTHERLY BOUNDARY AND ALONG THE EASTERLY BOUNDARIES OF LOTS 25, 24, AND 22, BLOCK "A", N 00°18'31" W, 685.38 FEET TO A FOUND IRON ROD AND CAP (#0340) MARKING THE NORTHEAST CORNER OF SAID LOT 22 AND THE SOUTHEAST CORNER OF LOT 21, BLOCK "A"; THENCE ALONG THE EASTERLY BOUNDARIES OF LOTS 21, 17, 16, 15, 14, 13, 11, AND 10, BLOCK "A", N 00°20'28" W, 1122.01 FEET TO A FOUND CONCRETE MONUMENT (#284) MARKING THE NORTHEAST CORNER OF SAID LOT 10 AND THE SOUTHEAST CORNER OF COVENTRY PARK, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 32, ALSO BEING THE SOUTHEAST CORNER OF LOT 8 OF COVENTRY PARK AND A 25' DRAINAGE EASEMENT OF COVENTRY PARK; THENCE ALONG THE EASTERLY BOUNDARIES OF SAID DRAINAGE EASEMENT AND LOTS 8, 9, 10, 11, 12, AND 13, AND A PROJECTION NORTHERLY THEREOF, BEING THE EASTERLY BOUNDARY OF SAID COVENTRY PARK, N 00°19'06" W, 897.80 FEET TO A FOUND CONCRETE MONUMENT (#3208) MARKING THE NORTHEAST CORNER OF SAID COVENTRY PARK AND THE SOUTHEAST CORNER OF AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1378, PAGE 2149, SAID EASEMENT BEING DEPICTED ON THE PLAT OF COVENTRY PARK AS RECORDED IN PLAT BOOK 10, PAGE 32; THENCE ALONG THE EASTERLY BOUNDARY OF SAID EASEMENT, N 01°08'26" W, 22.98 FEET TO A FOUND TERRACOTTA MONUMENT (NO ID) MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND THE EASTERLY BOUNDARY OF SAID EASEMENT AND A PROJECTION NORTHERLY THEREOF, N 01°13'36" W, 392.85 FEET TO A FOUND CONCRETE MONUMENT (#7245) MARKING THE INTERSECTION OF SAID EASTERLY BOUNDARY WITH THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY OF MICCOSUKEE ROAD (STATE ROAD #146 AND COUNTY ROAD #347); THENCE LEAVING SAID EASTERLY BOUNDARY AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY, N 62°04'28" E, 366.97 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732) MARKING THE SOUTHWEST CORNER OF LANDS DESCRIBED AS PARCEL 3 OF THE MICCOSUKEE CANOPY ROAD GREENWAY IN OFFICIAL RECORDS BOOK 2122, PAGE 1039, ALSO BEING THE SAME LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2175, PAGE 459, AND THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF MILES JOHNSON ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1641, PAGE 1607, WITH THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY OF SAID MICCOSUKEE ROAD; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID PARCEL 3, S 66°43'30" E, 1260.56 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732) AND A CURVE CONCAVE NORTHEASTERLY, THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 689.88 FEET, THROUGH A CENTRAL ANGLE OF 5°50'01", FOR AN ARC LENGTH OF 70.24 FEET (CHORD BEARS S 69°38'49" E, 70.21 FEET) TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732); THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 3, N 34°47'02" E, 1873.27 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732); THENCE S 89°50'37" E, 2645.59 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732); THENCE N 00°00'50" E, 1070.02 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732) LYING ON THE NORTHERLY BOUNDARY OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY S 89°56'37" E, 1334.55 FEET TO THE **POINT OF BEGINNING**; CONTAINING 907.74 ACRES, MORE OR LESS.

(CONTINUED ON NEXT PAGE)

MARCH 2024



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EXHIBIT B - DISTRICT BOUNDARY AND LEGAL DESCRIPTION

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

LEON COUNTY, FLORIDA

LESS AND EXCEPT THE PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE 60' RIGHT-OF-WAY OF MILES JOHNSON ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1641, PAGE 1607 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; CONTAINING 8.27 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPT

A PORTION OF LANDS LYING WITHIN SECTIONS 7 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, CONVEYED TO THE CITY OF TALLAHASSEE AND DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 588 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY RECENT SURVEY AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT (#284) MARKING THE SOUTHEAST CORNER OF COVENTRY PARK, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 32 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, ALSO MARKING THE SOUTHEAST CORNER OF LOT 8 AND OF A 25' DRAINAGE EASEMENT OF SAID COVENTRY PARK, AND THE NORTHEAST CORNER OF LOT 10, BLOCK "A" OF ARVAH BRANCH (UNRECORDED SUBDIVISION), THENCE ALONG THE EASTERLY BOUNDARIES OF LOTS 10, 11, 13, 14, 15, 16, 17, AND 21, BLOCK "A", S 00°20'28" E, 1122.01 FEET TO A FOUND IRON ROD AND CAP (#0340) MARKING THE SOUTHEAST CORNER OF SAID LOT 21 AND THE NORTHEAST CORNER OF LOT 22, BLOCK "A"; THENCE ALONG THE EASTERLY BOUNDARIES OF LOTS 22, 24, AND 25, BLOCK "A", S 00°18'31" E, 685.38 FEET TO A FOUND CONCRETE MONUMENT (#0340) MARKING THE SOUTHEAST CORNER OF SAID LOT 25 AND THE NORTHEAST CORNER OF LOT 26, BLOCK "A", LYING ON THE NORTHERLY BOUNDARY OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE LEAVING SAID NORTHERLY BOUNDARY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 26 AND THE WESTERLY BOUNDARY OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 18, S 00°19'32" E, 1253.49 FEET TO A FOUND IRON ROD AND CAP (NO ID) MARKING THE SOUTHEAST CORNER OF SAID LOT 26, LYING ON THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 (STATE ROAD #8); THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY BOUNDARY, S 55°03'27" E, 276.91 FEET TO THE SOUTHWEST CORNER OF A CITY OF TALLAHASSEE UTILITY EASEMENT "UG-9" AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 631 AND OFFICIAL RECORDS BOOK 4512, PAGE 1369; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE WESTERLY BOUNDARY OF SAID EASEMENT, S 87°14'57" E, 119.46 FEET; THENCE N 19°34'37" E, 523.69 FEET; THENCE NORTH, 314.24 FEET TO A FOUND IRON ROD AND CAP (#7245) MARKING THE NORTHWEST CORNER OF SAID EASEMENT FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE N 27°14'30" W, 467.37 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE N 62°12'14" E, 476.27 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE S 34°14'06" E, 473.64 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE S 14°08'48" W, 86.96 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE S 64°48'03" W, 314.66 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE ALONG THE NORTHERLY BOUNDARY OF SAID EASEMENT "UG-9" AND A PROJECTION EASTERLY THEREOF, S 80°36'41" W, 170.15 FEET TO THE POINT OF BEGINNING; CONTAINING 6.00 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY CONTAINING AN AGGREGATE ACREAGE OF 893.47 ACRES, MORE OR LESS.

MARCH 2024



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Exhibit C

EXHIBIT C - MASTER PLAN

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

LEON COUNTY, FLORIDA

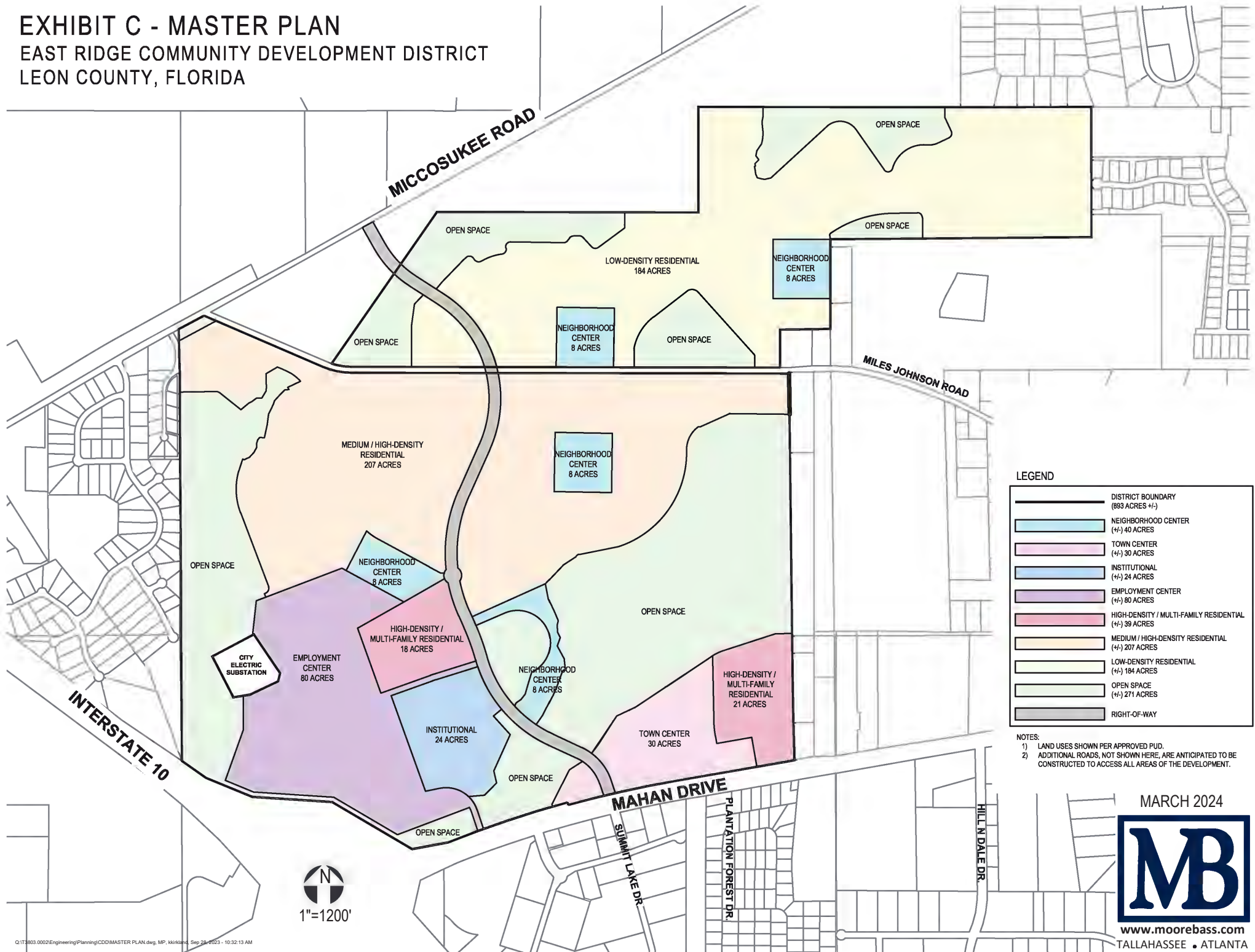
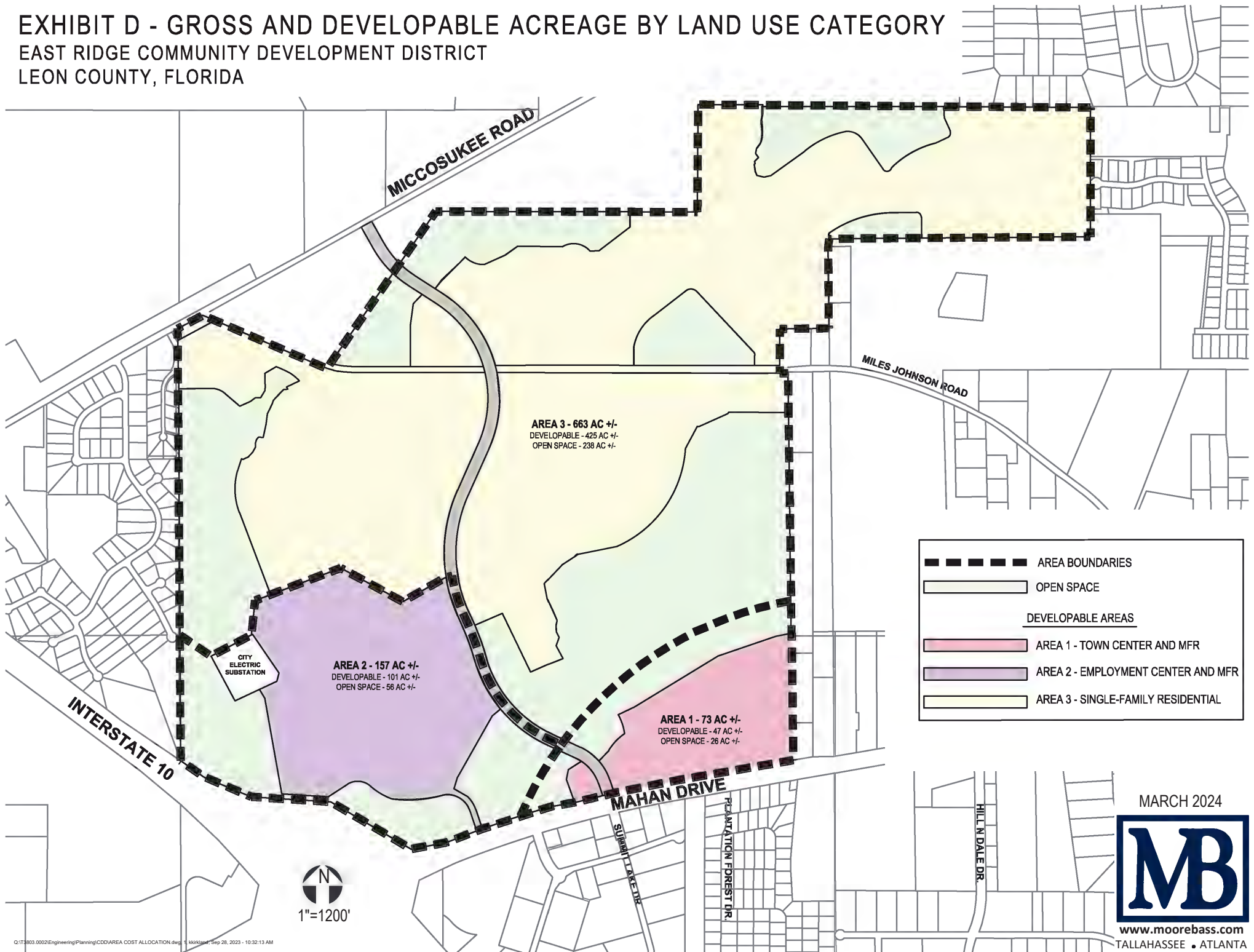


Exhibit D

EXHIBIT D - GROSS AND DEVELOPABLE ACREAGE BY LAND USE CATEGORY

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

LEON COUNTY, FLORIDA



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COMMUNITY DEVELOPMENT DISTRICT

4C

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

February 27, 2024



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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a master financing plan and a master special assessment methodology for the East Ridge Community Development District (the "District"), located in City of Tallahassee, Leon County, Florida, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Program" or "CIP") contemplated to be provided by the District.

Specifically, this Report provides a methodology for allocating special assessments to the three separate component parts of the District, each respectively known as Area 1, Area 2, and Area 3, each as more specifically described herein and in the Engineer's Report as defined below.

1.2 Scope of the Report

This Report presents the projections for financing the District's CIP described in the East Ridge Community Development District Engineer's Report prepared by Moore Bass Consulting, Inc. (the "District Engineer") and dated February 15, 2024 (the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the CIP.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the

special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The District serves the East Ridge development (the "Development" or "East Ridge"), a master planned, mixed-use development located in City of Tallahassee, Leon County, Florida. The land within the District consists of approximately 893.47 +/- acres and is generally located north of Mahan Drive, south of Miccosukee Road and east of Interstate 10.

2.2 The Development Program

The development of East Ridge is anticipated to be conducted by Greenpointe Developers, LLC (the "Developer") or an affiliate related thereto. Based upon the information provided by the Developer and the Engineer, the current development plan envisions:

- A. Area 1: A total of 47 +/- developable acres of commercial uses and Multi-Family units.
- B. Area 2: A total of 101 +/- developable acres of Commercial and institutional use and Multi-Family units.
- C. Area 3: A total of 663 +/- acres that includes 1,507 single-family residential units.

This is the projected development plan as of the time of this Report, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for East Ridge. The development of East Ridge is planned to be conducted in multiple phases over a multi-year period.

3.0 The Capital Improvement Program

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Program

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development. As described in the Engineer's Report, the CIP will consist of three (3) separate components; Area 1 Infrastructure, Area 2 Infrastructure, and Area 3 Infrastructure. The public infrastructure improvements which are part of the CIP will generally consist of roadway improvements, water and sanitary sewer systems, earthwork, stormwater management system, amenities and common area improvements, landscape and irrigation, offsite roadway improvements, professional services and contingency, were estimated by the District Engineer at \$11,435,000 for the Area 1 Infrastructure, \$14,355,000 for the Area 2 Infrastructure, and \$139,710,000 for the Area 3 Infrastructure for a total of \$165,500,000.

The master infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another. However, certain categories of improvements will only serve Area 3, as more specifically set out in the Engineer's Report.

Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$226,695,000 in par amount of Special Assessment Revenue Bonds (the "Bonds").

Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the approximate principal amount of \$226,695,000 to finance approximately \$165,500,000 in CIP costs. The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the improvement and other costs, the District would need to borrow funds and incur indebtedness in the total amount of approximately \$226,695,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be paid off by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the CIP.

5.2 Benefit Allocation

The most current development plan envisions the development of 47 +/- developable acres of commercial uses and Multi-Family units in Area 1, 101 +/- developable acres of Commercial and Institutional Use (24 +/- acres) and Multi-Family units in Area 2 and 1,507 single-family residential units in Area 3 (663 +/- acres), although unit numbers and land use types may change throughout the development period. It is anticipated that the 24 +/- acres of proposed Institutional Use in Area 2 will be dedicated to the Leon County School Board for use as a public school site, and upon conveyance to a governmental entity, the parcel will not be assessed.

By allowing for the land in the District to be developable, both the improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category as specifically identified herein and in the Engineer's Report, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements. However, certain categories

of improvements only benefit certain categories of uses (i.e. recreational improvements).

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the pro-rata cost of the improvements necessary for that parcel, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the CIP of the District is proposed to be allocated to the different product types within the District in proportion to the density of development and intensity of use of the infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the land uses contemplated to be developed within the District based on the relative density of development and the intensity of use infrastructure, the total ERU counts for each land use category, and the share of the benefit received by each land use.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units or units with a lower intensity of use will use and benefit from the District's improvements less than larger units or units with a higher intensity of use, as for instance, generally and on average smaller units or units with lower intensity of use produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding the District's CIP (the "Bond Assessments") in accordance with the ERU benefit allocation

method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

Amenities. No Bond Assessments will be allocated herein to any private amenities or other common areas planned for the development which meet the requirements of section 193.0235, Florida Statutes (2023). If owned by a homeowner's association, such amenities and common areas would be considered a common element for the exclusive benefit of property owners. If the common elements are owned by the District, then they would be governmental property not subject to the Bond Assessments and would be open to the general public, subject to District rules and policies. As such, no Bond Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Bond Assessments without specific consent thereto. If at any time, any real property on which Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Bond Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

5.3 Assigning Debt

As the land in the District is not yet platted for its intended final use and the precise location of the different products by lot or parcel is unknown, the Bond Assessment for Area 1, Area 2 and Area 3 respectively will initially be levied on all of the land within Area 1, Area 2 and Area 3 respectively on an equal pro-rata gross acre basis. For instance, the Bond Assessment for Area 1, anticipated to be \$15,663,186.25, will be preliminarily levied on approximately 73 +/- gross acres in Area 1 at a rate of \$214,564.20 per gross acre; the Bond Assessment for Area 2, \$19,662,880.51 will be preliminarily levied on approximately 157 +/- gross acres in Area 2 at a rate of \$125,241.28 per gross acre; while the Bond Assessment for Area 3, \$191,368,933.23 will be preliminarily levied on approximately 663 +/- gross acres in Area 3 at a rate of \$288,640.92 per gross acre. As noted above, and in connection with a particular bond issuance, the District may identify and establish one or more new areas within one of the areas identified herein, and such new area(s) will receive a corresponding amount of the Bond Assessment established hereunder.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District at the rate specified in the Engineer's Report and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because, with the exception mentioned in *Section 5.2*, it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different land uses.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of units in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Table 1 in the Appendix ("Development Plan"). At such time as lands are to be platted (or replatted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat within the District results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within the District (i.e., those remaining unplatted developable lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat within the District results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the District as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties within the

District or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat within the District results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the District as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within the District, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the District, b) the revised, overall development plan showing the number and type of units reasonably planned for within the District, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within the District, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat within the District, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-

five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the District, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to any applicable True-Up Agreement and assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of \$226,695,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

Master Lien - This master assessment allocation methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

System of Improvements - As noted herein, the majority of the improvements comprising the CIP functions as a system of improvements except as set forth in the Engineer's Report. Among other implications, this means that proceeds from any particular bond issuance can be used to fund master improvements within any benefitted property or designated assessment area within the

District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

Government Property - Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Bond Assessments without specific consent thereto. If at any time, any real property on which Bond Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, 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.

New Unit Types - As noted herein, this report identifies the anticipated product types for the development and associates particular ERU factors with each product type. If new product types are identified in the course of development, the District's Assessment Consultant – without a further hearing – may determine the ERU factor for the new product type on a front footage basis, provided that such determination is made on a pro-rated basis and derived from the front footage of existing product types and their corresponding ERUs. For example, if a Single Family 50' unit has an ERU of 1.00, and a Single Family 60' unit has an ERU of 1.2, then a new Single Family 55' unit would have an ERU of 1.1.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and

Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

East Ridge

Community Development District

Development Plan

Unit Type	Number of Developable Acres	Number of Residential Units
Area 1		
Town Center and Multi-Family Units	47	
Area 2		
Employment Center, Multi-Family Units, Institutional Use*	101	
Area 3		
Single Family 22-30'		82
Single Family 40'		300
Single Family 50'		700
Single Family 60'		300
Single Family 70'		75
Single Family 80'		50
Total	148	1,507

*Includes projected 24-acre public institutional use; developable acreage may be reduced upon conveyance to a governmental entity

Table 2

East Ridge

Community Development District

Capital Improvement Plan

Improvement	Area 1 Costs	Area 2 Costs	Area 3 Costs	Total CIP Costs
Roadway Improvements	\$2,300,000.00	\$2,660,000.00	\$39,790,000.00	\$44,750,000.00
Water and Sanitary Sewer Systems	\$1,850,000.00	\$1,450,000.00	\$24,700,000.00	\$28,000,000.00
Earthwork	\$1,750,000.00	\$4,190,000.00	\$14,810,000.00	\$20,750,000.00
Stormwater Management System	\$375,000.00	\$700,000.00	\$4,425,000.00	\$5,500,000.00
Amenities and Common Area Improvements	\$0.00	\$0.00	\$15,000,000.00	\$15,000,000.00
Landscape and Irrigation	\$340,000.00	\$810,000.00	\$2,850,000.00	\$4,000,000.00
Offsite Roadway Improvements	\$1,885,000.00	\$865,000.00	\$2,350,000.00	\$5,100,000.00
Professional Fees and Permitting	\$1,025,000.00	\$1,285,000.00	\$12,490,000.00	\$14,800,000.00
Contingency	\$1,910,000.00	\$2,395,000.00	\$23,295,000.00	\$27,600,000.00
Total	\$11,435,000.00	\$14,355,000.00	\$139,710,000.00	\$165,500,000.00

Table 3

East Ridge

Community Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$226,695,000.00
Total Sources	\$226,695,000.00

Uses

Project Fund Deposits:	
Project Fund	\$165,500,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$20,136,735.01
Capitalized Interest Fund	\$36,271,200.00
Delivery Date Expenses:	
Costs of Issuance and Underwriter's Discount	\$4,783,900.00
Rounding	\$3,164.99
Total Uses	\$226,695,000.00

Coupon Rate: 8.00%
 CAPI Length: 24 Months
 Bond Duration: 30 Years
 Underwriter's Discount Rate: 2%
 Cost Of Issuance: \$250,000

Table 4

East Ridge

Community Development District

Benefit Allocation

Area 1

Unit Type	Number of Developable Acres	ERU per Acre	Total ERU
Town Center and Multi-Family Units	47	1.00	47.00

Area 2

Unit Type	Number of Developable Acres	ERU per Acre	Total ERU
Employment Center, Multi-Family Units, Institutional Use*	101	1.00	101.00

Area 3

Unit Type	Number of Residential Units	ERU per Unit	Total ERU
Single Family 22-30'	82	0.60	49.20
Single Family 40'	300	0.80	240.00
Single Family 50'	700	1.00	700.00
Single Family 60'	300	1.20	360.00
Single Family 70'	75	1.40	105.00
Single Family 80'	50	1.60	80.00
Total	1,507		1,534.20

*Includes projected 24-acre public institutional use; developable acreage may be reduced upon conveyance to a governmental entity

Table 5

East Ridge

Community Development District

Bond Assessment Apportionment

Area 1

Unit Type	Number of Developable Acres	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Acre	Annual Bond Assessment Debt Service per Acre - paid in March**
Town Center and Multi-Family Units	47	\$11,435,000.00	\$15,663,186.25	\$333,259.28	\$358,343.31

Area 2

Unit Type	Number of Developable Acres	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Acre	Annual Bond Assessment Debt Service per Acre - paid in March**
Employment Center, Multi-Family Units, Institutional Use*	101	\$14,355,000.00	\$19,662,880.51	\$194,681.99	\$209,335.47

Area 3

Unit Type	Number of Residential Units	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit - paid in March**
Single Family 22-30'	82	\$4,480,336.33	\$6,136,977.91	\$74,841.19	\$7,148.33
Single Family 40'	300	\$21,855,299.18	\$29,936,477.63	\$99,788.26	\$9,531.11
Single Family 50'	700	\$63,744,622.60	\$87,314,726.41	\$124,735.32	\$11,913.89
Single Family 60'	300	\$32,782,948.77	\$44,904,716.44	\$149,682.39	\$14,296.67
Single Family 70'	75	\$9,561,693.39	\$13,097,208.96	\$174,629.45	\$16,679.45
Single Family 80'	50	\$7,285,099.73	\$9,978,825.88	\$199,576.52	\$19,062.23

Total		\$165,500,000.00	\$226,695,000.00
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*Includes projected 24-acre public institutional use; developable acreage may be reduced upon conveyance to a governmental entity

**Includes costs of collection estimated at 3% (subject to change) and an allowance for early payment discount estimated at 4% (subject to change)

Exhibit "A"

Bond Assessments in the amount of \$226,695,000 are proposed to be levied over the area as described below:

LEGAL DESCRIPTION:

A PORTION OF LANDS LYING WITHIN SECTIONS 7, 8, 9, 17, AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, KNOWN AS THE WELAUNEE PLANTATION, BEING MORE PARTICULARLY DESCRIBED BY RECENT SURVEY AS FOLLOWS:

BEGIN AT A FOUND TERRACOTTA MONUMENT (NO ID) MARKING THE SOUTHWEST CORNER OF SECTION 4, SOUTHEAST CORNER OF SECTION 5, NORTHEAST CORNER OF SECTION 8, AND NORTHWEST CORNER OF SECTION 9, ALL WITHIN TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, LYING ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED AS PARCEL 3 OF THE MICCOSUKEE CANOPY ROAD GREENWAY IN OFFICIAL RECORDS BOOK 2122, PAGE 1039 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, ALSO BEING THE SAME LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2175, PAGE 459; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS AND THE NORTHERLY BOUNDARY OF SECTION 9 AND THE SOUTHERLY BOUNDARY OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 2 EAST, S 89°56'26" E, 1322.25 FEET TO A FOUND TERRACOTTA MONUMENT (NO ID) MARKING THE SOUTHEAST CORNER OF SAID PARCEL 3, THE SOUTHWEST CORNER OF LOT 24, MICCOSUKEE MEADOWS (UNRECORDED SUBDIVISION), AND THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 4 AND SAID SUBDIVISION LOTS 19, 20, 21, 22, 23, AND 24, N 89°51'47" E, 1322.60 FEET TO A FOUND CONCRETE MONUMENT (NO ID) LYING ON THE SOUTHERLY BOUNDARY OF SAID LOT 19, MARKING THE NORTHEAST CORNER OF EMERALD ACRES PHASE III, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 46; THENCE LEAVING THE SOUTHERLY BOUNDARY OF SAID LOT 19 AND THE SOUTHERLY BOUNDARY OF SAID SECTION 4, AND ALONG THE WESTERLY BOUNDARY OF SAID EMERALD ACRES PHASE III AND THE WESTERLY BOUNDARY OF EMERALD ACRES PHASE IV, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 29 AND A PROJECTION SOUTHERLY THEREOF, AND THE EASTERLY BOUNDARY OF THE WEST HALF OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST, S 00°05'20" E, 1320.18 FEET TO A FOUND CONCRETE MONUMENT (NO ID) LYING ON THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5332, PAGE 27 AND THE SOUTHERLY BOUNDARY OF THE NORTH HALF OF THE NORTH HALF OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST; THENCE ALONG SAID BOUNDARY S 89°32'39" W, 2645.82 FEET TO A FOUND CONCRETE MONUMENT (#5831) MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 2 EAST AND THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5332, PAGE 27; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SECTION 9, THE WESTERLY BOUNDARY OF SAID LANDS, AND THE WESTERLY BOUNDARY OF LANDS DESCRIBED AS LOTS 1 AND 2 OF A LIMITED PARTITION AS RECORDED IN OFFICIAL RECORDS BOOK 5412, PAGE 2187, S 00°04'39" E, 909.30 FEET TO A FOUND CONCRETE MONUMENT (#7245) LYING ON THE WESTERLY BOUNDARY OF SAID LOT 2, MARKING THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 81, PAGE 306; THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG THE NORTHERLY BOUNDARY OF SAID LANDS AND LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 73, PAGE 412, S 89°16'00" W, 510.00 FEET TO A FOUND CONCRETE MONUMENT (#7245) MARKING THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 73, PAGE 412; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LANDS, SOUTH, 385.00 FEET TO A FOUND CONCRETE MONUMENT (#7245) MARKING THE SOUTHWEST CORNER OF SAID LANDS, LYING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MILES JOHNSON ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1641, PAGE 1607; THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID LANDS, N 89°16'00" E, 90.88 FEET TO A FOUND CONCRETE MONUMENT (#7245); THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID LANDS, SOUTH, 36.20 FEET TO A FOUND PINCHED IRON PIPE (NO ID); THENCE ALONG THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909 AND THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3937, PAGE 156 AND A PROJECTION NORTHERLY THEREOF, S 00°40'28" E, 3092.98 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE) LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3937, PAGE 156, AND MARKING THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 593; THENCE ALONG THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 593 AND THE AFOREMENTIONED WESTERLY BOUNDARY, S 01°04'27" E, 425.03 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE ALONG SAID EASTERLY BOUNDARY, SAID WESTERLY BOUNDARY, AND THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4007, PAGE 1856, S 01°23'29" E, 424.77 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE) MARKING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4007, PAGE 1856, THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 593, AND LYING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE (US HIGHWAY #90); THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 593, S 80°05'24" W, 76.04 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE) MARKING THE SOUTHWEST CORNER OF SAID LANDS; THENCE S 80°08'18" W, 1140.83 FEET TO A FOUND CONCRETE MONUMENT (#7245) AND A CURVE CONCAVE SOUTHEASTERLY, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 11559.19 FEET, THROUGH A CENTRAL ANGLE OF 5°33'06", FOR AN ARC LENGTH OF 1120.00 FEET (CHORD BEARS S 77°25'36" W, 1119.56 FEET) TO A FOUND CONCRETE MONUMENT (#7245); THENCE N 15°23'45" W, 27.00 FEET TO A FOUND CONCRETE MONUMENT (#7245) AND A CURVE CONCAVE SOUTHEASTERLY, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 11586.19 FEET, THROUGH A CENTRAL ANGLE OF 4°44'44", FOR AN ARC LENGTH OF 959.62 FEET (CHORD BEARS S 72°13'53" W, 959.34 FEET)

TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 11586.19 FEET, THROUGH A CENTRAL ANGLE OF 1°35'12", FOR AN ARC LENGTH OF 320.86 FEET (CHORD BEARS S 69°03'55" W, 320.85 FEET) TO A FOUND CONCRETE MONUMENT (#7245); THENCE S 79°23'16" W, 362.86 FEET TO A FOUND CONCRETE MONUMENT (#7245) MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE (US HIGHWAY #90) WITH THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 (STATE ROAD #8), LYING ON THE SOUTHERLY BOUNDARY OF A 50 FOOT WIDE CITY OF TALLAHASSEE ACCESS AND DISTRIBUTION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 631 AND OFFICIAL RECORDS BOOK 4512, PAGE 1369; THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID EASEMENT N 59°35'32" W, 942.41 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE N 86°17'41" W, 809.10 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID EASEMENT AND THE SOUTHERLY BOUNDARY OF A CITY OF TALLAHASSEE UTILITY EASEMENT "UG-9" AS RECORDED IN OFFICIAL RECORDS BOOK 3450, PAGE 631 AND OFFICIAL RECORDS BOOK 4512, PAGE 1369, N 67°36'18" W, 507.32 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE N 55°03'27" W, 299.89 FEET TO A FOUND IRON ROD AND CAP (NO ID) MARKING THE SOUTHEAST CORNER OF LOT 26, BLOCK "A" OF ARVAH BRANCH (UNRECORDED SUBDIVISION), SAID POINT BEING N 55°03'27" W, 276.91 FEET FROM THE SOUTHWEST CORNER OF SAID EASEMENT AND LYING ON THE WEST BOUNDARY OF THE EAST HALF OF THE EAST HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE LEAVING THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 (STATE ROAD #8) AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 26 AND SAID WESTERLY BOUNDARY, N 00°19'32" W, 1253.49 FEET TO A FOUND CONCRETE MONUMENT (#0340) MARKING THE NORTHEAST CORNER OF SAID LOT 26 AND THE SOUTHEAST CORNER OF LOT 25, BLOCK "A", LYING ON THE SOUTHERLY BOUNDARY OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE LEAVING SAID SOUTHERLY BOUNDARY AND ALONG THE EASTERLY BOUNDARIES OF LOTS 25, 24, AND 22, BLOCK "A", N 00°18'31" W, 685.38 FEET TO A FOUND IRON ROD AND CAP (#0340) MARKING THE NORTHEAST CORNER OF SAID LOT 22 AND THE SOUTHEAST CORNER OF LOT 21, BLOCK "A"; THENCE ALONG THE EASTERLY BOUNDARIES OF LOTS 21, 17, 16, 15, 14, 13, 11, AND 10, BLOCK "A", N 00°20'28" W, 1122.01 FEET TO A FOUND CONCRETE MONUMENT (#284) MARKING THE NORTHEAST CORNER OF SAID LOT 10 AND THE SOUTHEAST CORNER OF COVENTRY PARK, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 32, ALSO BEING THE SOUTHEAST CORNER OF LOT 8 OF COVENTRY PARK AND A 25' DRAINAGE EASEMENT OF COVENTRY PARK; THENCE ALONG THE EASTERLY BOUNDARIES OF SAID DRAINAGE EASEMENT AND LOTS 8, 9, 10, 11, 12, AND 13, AND A PROJECTION NORTHERLY THEREOF, BEING THE EASTERLY BOUNDARY OF SAID COVENTRY PARK, N 00°19'06" W, 897.80 FEET TO A FOUND CONCRETE MONUMENT (#3208) MARKING THE NORTHEAST CORNER OF SAID COVENTRY PARK AND THE SOUTHEAST CORNER OF AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1378, PAGE 2149, SAID EASEMENT BEING DEPICTED ON THE PLAT OF COVENTRY PARK AS RECORDED IN PLAT BOOK 10, PAGE 32; THENCE ALONG THE EASTERLY BOUNDARY OF SAID EASEMENT, N 01°08'26" W, 22.98 FEET TO A FOUND TERRACOTTA MONUMENT (NO ID) MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND THE EASTERLY BOUNDARY OF SAID EASEMENT AND A PROJECTION NORTHERLY THEREOF, N 01°13'36" W, 392.85 FEET TO A FOUND CONCRETE MONUMENT (#7245) MARKING THE INTERSECTION OF SAID EASTERLY BOUNDARY WITH THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY OF MICCOSUKEE ROAD (STATE ROAD #146 AND COUNTY ROAD #347); THENCE LEAVING SAID EASTERLY BOUNDARY AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY, N 62°04'28" E, 366.97 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732) MARKING THE SOUTHWEST CORNER OF LANDS DESCRIBED AS PARCEL 3 OF THE MICCOSUKEE CANOPY ROAD GREENWAY IN OFFICIAL RECORDS BOOK 2122, PAGE 1039, ALSO BEING THE SAME LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2175, PAGE 459, AND THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF MILES JOHNSON ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1641, PAGE 1607, WITH THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY OF SAID MICCOSUKEE ROAD; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND THE SOUTHERLY BOUNDARY OF SAID PARCEL 3, S 66°43'30" E, 1260.56 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732) AND A CURVE CONCAVE NORTHEASTERLY, THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 689.88 FEET, THROUGH A CENTRAL ANGLE OF 5°50'01", FOR AN ARC LENGTH OF 70.24 FEET (CHORD BEARS S 69°38'49" E, 70.21 FEET) TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732); THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL 3, N 34°47'02" E, 1873.27 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732); THENCE S 89°50'37" E, 2645.59 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732); THENCE N 00°00'50" E, 1070.02 FEET TO A FOUND 2.5" ALUMINUM BERNTSEN PIPE (#732) LYING ON THE NORTHERLY BOUNDARY OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY S 89°56'37" E, 1334.55 FEET TO THE POINT OF BEGINNING; CONTAINING 907.74 ACRES, MORE OR LESS.

LESS AND EXCEPT THE PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE 60' RIGHT-OF-WAY OF MILES JOHNSON ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1641, PAGE 1607 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; CONTAINING 8.27 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPT

A PORTION OF LANDS LYING WITHIN SECTIONS 7 AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, CONVEYED TO THE CITY OF TALLAHASSEE AND DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 588 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED BY RECENT SURVEY AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT (#284) MARKING THE SOUTHEAST CORNER OF COVENTRY PARK, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 32 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, ALSO MARKING THE SOUTHEAST CORNER OF LOT 8 AND OF A 25' DRAINAGE EASEMENT OF SAID COVENTRY PARK, AND THE NORTHEAST CORNER OF LOT 10, BLOCK "A" OF ARVAH BRANCH (UNRECORDED SUBDIVISION), THENCE ALONG THE EASTERLY BOUNDARIES OF LOTS 10, 11, 13, 14, 15, 16, 17, AND 21, BLOCK "A", S 00°20'28" E, 1122.01 FEET TO A FOUND IRON ROD AND CAP (#0340) MARKING THE SOUTHEAST CORNER OF SAID LOT 21 AND THE NORTHEAST CORNER OF LOT 22, BLOCK "A"; THENCE ALONG THE EASTERLY BOUNDARIES OF LOTS 22, 24, AND 25, BLOCK "A", S 00°18'31" E, 685.38 FEET TO A FOUND CONCRETE MONUMENT (#0340) MARKING THE SOUTHEAST CORNER OF SAID LOT 25 AND THE NORTHEAST CORNER OF LOT 26, BLOCK "A", LYING ON THE NORTHERLY BOUNDARY OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA; THENCE LEAVING SAID NORTHERLY BOUNDARY AND ALONG THE EASTERLY BOUNDARY OF SAID LOT 26 AND THE WESTERLY BOUNDARY OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 18, S 00°19'32" E, 1253.49 FEET TO A FOUND IRON ROD AND CAP (NO ID) MARKING THE SOUTHEAST CORNER OF SAID LOT 26, LYING ON THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 (STATE ROAD #8); THENCE LEAVING SAID WESTERLY BOUNDARY AND ALONG SAID RIGHT-OF-WAY BOUNDARY, S 55°03'27" E, 276.91 FEET TO THE SOUTHWEST CORNER OF A CITY OF TALLAHASSEE UTILITY EASEMENT "UG-9" AS DESCRIBED IN OFFICIAL RECORDS BOOK 3450, PAGE 631 AND OFFICIAL RECORDS BOOK 4512, PAGE 1369; THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY BOUNDARY AND ALONG THE WESTERLY BOUNDARY OF SAID EASEMENT, S 87°14'57" E, 119.46 FEET; THENCE N 19°34'37" E, 523.69 FEET; THENCE NORTH, 314.24 FEET TO A FOUND IRON ROD AND CAP (#7245) MARKING THE NORTHWEST CORNER OF SAID EASEMENT FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE N 27°14'30" W, 467.37 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE N 62°12'14" E, 476.27 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE S 34°14'06" E, 473.64 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE S 14°08'48" W, 86.96 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE S 64°48'03" W, 314.66 FEET TO A FOUND IRON ROD AND CAP (#7245); THENCE ALONG THE NORTHERLY BOUNDARY OF SAID EASEMENT "UG-9" AND A PROJECTION EASTERLY THEREOF, S 80°36'41" W, 170.15 FEET TO THE POINT OF BEGINNING; CONTAINING 6.00 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY CONTAINING AN AGGREGATE ACREAGE OF 893.47 ACRES, MORE OR LESS.

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

4D

RESOLUTION 2024-40

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

WHEREAS, the East Ridge Community Development District (the “District”) was established by Ordinance No. 23-O-26 as adopted by the City Commission of the City of Tallahassee, Florida, effective August 23, 2023, and is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended, located entirely within the City of Tallahassee, Florida; and

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

WHEREAS, the Board of Supervisors (the “Board”) of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the District’s *East Ridge Community Development District Master Engineer’s Report*, dated March 25, 2024, attached hereto as **Exhibit A** and incorporated herein by reference (“CIP” and the improvements described therein, the “Improvements”); and

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

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

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

WHEREAS, as set forth in the *Master Special Assessment Methodology Report*, dated February 27, 2024, attached hereto as **Exhibit B** and incorporated herein by reference ("Assessment Report"), and on file at the office of the District Manager c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District Records Office"), the District hereby finds and determines that:

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

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

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

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

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

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

- A.** The total estimated construction cost of the Improvements is **\$165,500,000.00** ("Estimated Cost").
- B.** The Assessments will defray approximately **\$226,695,000.00**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, capitalized interest, and a debt service reserve as set forth in **Exhibit B**.
- C.** The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Report attached as **Exhibit B**, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Assessments are certified for collection, the Assessments shall each be paid in not more than thirty (30) annual installments. The Assessments may be payable at

the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

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

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

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

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

NOTICE OF PUBLIC HEARINGS	
DATE:	[REDACTED], 2024
TIME:	[REDACTED] p./a.m.
LOCATION:	517 E. College Avenue Tallahassee, FL 32301

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

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

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

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

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

PASSED AND ADOPTED this 25th day of March, 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Master Engineer's Report*, dated March 25, 2024

Exhibit B: *Master Special Assessment Methodology Report*, dated February 27, 2024

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

4E

RESOLUTION 2024-41

A RESOLUTION OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$226,695,000 PRINCIPAL AMOUNT EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES AND THE ORDINANCE ESTABLISHING THE DISTRICT; APPROVING A FORM OF A MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 23-O-26 of the City of Tallahassee, Florida (the “Ordinance”) East Ridge Community Development District (the “District”) was established in the manner provided by law; and

WHEREAS, the District is authorized by the provisions of Chapter 190, *Florida Statutes* (the “Act”) and the Ordinance, subject to the limitations set forth in the Act and in the Ordinance, to issue its bonds and other evidence of indebtedness for the purpose, among other things, of constructing and/or acquiring public improvements and community facilities set forth in Section 190.012, *Florida Statutes* (the “Project”); and

WHEREAS, the Project will provide significant benefits to the lands within its boundaries, is necessary for the public health, safety and welfare and is in the best interest of the District, its landowners and future residents; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to such bonds or other evidence of indebtedness by levying and collecting Pledged Revenues (as defined in the Indenture as defined below); and

WHEREAS, the District now desires to authorize the issuance of its special assessment revenue bonds in one or more series (the “Bonds”), in a principal amount not to exceed \$226,695,000 for the principal purpose of financing the construction and acquisition of the Project, to approve a Master Trust Indenture under which the Bonds will be issued; to appoint a trustee to serve under the Master Trust Indenture, to authorize the validation of the Bonds and to provide for various other matters relating thereto.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT as follows:

SECTION 1. Authorization. There is hereby authorized to be issued not exceeding \$226,695,000 principal amount of East Ridge Community Development District special assessment revenue bonds in one or more series (the “Bonds”). The Bonds shall be issued under and secured by a Master Trust Indenture, as supplemented by one or more Supplemental Indenture(s) (as so supplemented, the “Indenture”). The form of the Master Trust Indenture is attached hereto as **Exhibit “A”** and, by this reference, is incorporated in this Resolution as if set forth in full herein. The Bonds shall be dated, shall contain such further description, shall mature in amounts and at times, shall bear interest at the rates, and shall be redeemable at the redemption prices and upon the terms, all as shall be set forth in a resolution adopted by the Board of Supervisors (the “Board”) of the District at or before the execution and delivery of each series of the Bonds by the Chair or Vice Chair of the Board, which Bonds shall be attested by the Secretary or any Assistant Secretary of the Board, and shall be authenticated by the Trustee under the Indenture.

SECTION 2. Approval of Master Trust Indenture. The Master Trust Indenture is hereby approved in substantially the form set forth in Exhibit “A” hereto and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such Master Trust Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval.

SECTION 3. Trustee. The District hereby authorizes and approves U.S. Bank Trust Company, National Association, to serve as Trustee under the Master Trust Indenture and to take the actions required of the Trustee in connection with the execution and delivery of the Bonds.

SECTION 4. Validation. District Counsel, Kilinski | Van Wyk, PLLC, and Bond Counsel, Akerman LLP, are hereby authorized and directed to prepare, file and prosecute proceedings to validate the Bonds in the manner prescribed by the laws of the State of Florida. The District Manager, engineering consultant, financial consultant, Chair, Vice-Chair and/or any other members of the Board and staff are hereby directed and authorized to provide such documents and testimony as may be necessary or useful in the prosecution of the validation proceedings as directed by counsel.

SECTION 5. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, *Florida Statutes*.

SECTION 6. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented

and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 7. Approval of Prior Actions. All actions taken to date by the members of the Board and the staff of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 25th day of March, 2024.

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Its: Chair, Board of Supervisors

Attest:

Its: Secretary

Exhibit:
A -- Master Trust Indenture

A -- Master Trust Indenture

MASTER TRUST INDENTURE

between

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

Dated as of _____ 1, 2024

relating to

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

SPECIAL ASSESSMENT REVENUE BONDS

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Exhibit A – Acquisition and Construction Fund Requisition		

THIS MASTER TRUST INDENTURE, dated as of _____ 1, 2024 (the “Master Indenture”), by and between EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT (together with its permitted successors and assigns, the “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association authorized to accept and execute the trusts herein set forth (said banking association and any bank or trust company becoming successor trustee under this Master Indenture and all Supplemental Indentures (as hereinafter defined) being hereinafter referred to as the “Trustee”);

W I T N E S S E T H:

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and established by Ordinance No. 22-O-26 of the City of Tallahassee, Florida, enacted on August 23, 2023 and effective on September 3, 2023, for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of public infrastructure and other public facilities within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the premises governed by the District are located entirely within the boundaries of the City of Tallahassee, Florida (the “City”) (herein, the “District Lands”); and

WHEREAS, the District has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and facilities pursuant to the Act for the special benefit of certain District Lands (as further described within the applicable Supplemental Indenture, each herein defined as the “Project”); and

WHEREAS, the District proposes to finance the cost of acquisition and construction of the Project by the issuance of one or more series of Bonds (as herein defined) pursuant to this Master Indenture.

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

issued hereunder and any reimbursement due to any Credit Facility Issuer for any drawing on its Credit Facility issued with respect to any such Bonds, as required under the terms of the corresponding Credit Facility Agreement, all in the manner hereinafter provided, and the District further hereby agrees with and covenants unto the Trustee as follows:

ARTICLE I DEFINITIONS

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

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

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

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

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

“Authorized Denomination” shall mean, unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, a denomination of \$5,000 and integral multiples of \$5,000 in excess thereof.

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

“Board” shall mean the Board of Supervisors of the District.

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

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

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

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

“Bonds” shall mean the East Ridge Community Development District Special Assessment Revenue Bonds, issued in one or more Series pursuant to the provisions of this Master Indenture and Bonds subsequently issued to refund all or a portion of such aforementioned Bonds. If the District determines to issue bond anticipation notes to be secured in whole or in part by a lien on the net proceeds of Bonds to be issued under this Master Indenture, the term “Bonds” shall apply to such short-term notes but only to the extent the Supplemental Indenture relating to such bond anticipation notes so provides.

“Business Day” shall mean any day other than a Saturday or Sunday or legal holiday or a day on which the office of the District, or corporate office of the Trustee, the Registrar or any Paying Agent is closed, or a day on which the New York Stock Exchange is closed.

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

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

“City” means the City of Tallahassee, Florida.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

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

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

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

“Consulting Engineer” shall mean the Independent engineer or engineering firm or corporation at the time employed by the District under the provisions of Section 9.19 of this Master Indenture to perform and carry out duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indentures. The Independent engineer or engineering firm or corporation at the time serving as the engineer to the District may serve as Consulting Engineer under this Master Indenture and any Supplemental Indentures.

“Continuing Disclosure Agreement” shall mean a Continuing Disclosure Agreement, of the District, and any other obligated party under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

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

(a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction of a Project;

(b) cost of surveys, estimates, plans, and specifications;

(c) cost of improvements;

(d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;

(e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the District and its employees, materials and supplies purchased by the District and permits and licenses obtained by the District);

(f) cost of all lands, properties, rights, easements, and franchises acquired;

(g) financing charges;

(h) creation of initial reserve and debt service funds;

(i) working capital;

(j) interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Board may determine and as approved by Bond Counsel;

(k) the cost of issuance of Bonds, including, without limitation, advertisements and printing;

(l) the cost of any election held pursuant to the Act and all other expenses of issuance of bonds;

(m) the discount, if any, on the sale or exchange of Bonds;

(n) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;

(o) costs of prior improvements performed by the District in anticipation of the Project;

(p) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;

(q) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(r) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;

(s) administrative expenses;

(t) taxes, assessments and similar governmental charges during construction or reconstruction of the Project;

(u) expenses of Project management and supervision;

(v) costs of effecting compliance with any and all governmental permits relating to the Project;

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

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

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

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

“County” shall mean Leon County, Florida.

“Credit Facility” shall mean any credit enhancement mechanism such as an irrevocable letter of credit, a surety bond, a policy of municipal bond insurance, a corporate or other guaranty, a purchase agreement, a credit agreement or deficiency agreement or other similar facility applicable to the Bonds, as established pursuant to a Supplemental Indenture, pursuant to which

the entity providing such facility agrees to provide funds to make payment of the principal of and interest on the Bonds. Notwithstanding anything to the contrary contained in this Master Indenture, the Bonds may be issued without a Credit Facility; the decision to provide a Credit Facility in respect of any Bonds shall be within the absolute discretion of the District.

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

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

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

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

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

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

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

For any Bonds that bear interest at a variable rate, the interest payable for a specified period shall be determined as if such Bonds bear interest at the maximum rate provided for in the applicable Supplemental Indenture and if no maximum rate is provided for in the Supplemental Indenture, the maximum rate shall be 10.00% per annum.

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

“Debt Service Reserve Insurance Policy” shall mean the insurance policy, surety bond or other evidence of insurance, if any, deposited to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein, which policy, bond or the evidence of insurance constitutes an unconditional senior obligation of the issuer thereof. The issuer thereof shall be a municipal bond insurer whose obligations ranking *pari passu* with its obligations under such policy, bond or other evidence of insurance are rated at the time of deposit of such policy, bond or other evidence of insurance to the credit of the Debt Service Reserve Fund or any Account or subaccount therein in one of the three (3) highest rating categories (without regard to gradations) of either Moody’s or S&P, unless otherwise approved by the Credit Facility Issuer, if any, who has issued a Credit Facility with respect to the Bonds.

“Debt Service Reserve Letter of Credit” shall mean the irrevocable, transferable letter or line of credit, if any, deposited for the credit of the Debt Service Reserve Fund or any Account or subaccount therein in lieu of or in partial substitution for cash or securities on deposit therein,

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

"Debt Service Reserve Requirement" shall mean, for each Series of Bonds, unless a different requirement (which requirement may be \$0) shall be specified in a Supplemental Indenture, an amount equal to the lesser of (i) the maximum annual Debt Service Requirements for the Outstanding Bonds of such Series, (ii) 125% of the average annual Debt Service Requirements for the Outstanding Bonds of such Series, and (iii) 10% of the original proceeds (within the meaning of the Code) of the Bonds of such Series.

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

"District" or "Issuer" shall mean the East Ridge Community Development District.

"District Lands" shall mean the premises governed by the District.

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

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

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

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

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

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

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

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

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

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

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

“Investment Securities” shall mean and include any of the following securities:

(i) Government Obligations;

(ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government - sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Farmers Home Administration; Student Loan Marketing Association; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody’s and S&P at the time of purchase;

(iii) Both (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody’s and S&P, and (B) shares of money market mutual funds that invest only in the obligations described in (i) and (ii) above;

(iv) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings

banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P; and

(v) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P;

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed in writing by the District is permitted under the Indenture and is a legal investment for funds of the District.

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

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the applicable Series of Bonds then Outstanding.

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

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

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

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

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

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

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

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

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

“Paying Agent” shall mean initially, U.S. Bank Trust Company, National Association and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

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

“Pledged Revenues” shall mean, unless otherwise provided by Supplemental Indenture with respect to a Series of Bonds, with respect to each Series of Bonds Outstanding, (a) all revenues received by the District from Special Assessments levied and collected on all or a portion of the District Lands, with respect to the Project or portion thereof financed by such Series of Bonds, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Special Assessments or from the issuance and sale of tax certificates with respect to such Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture allocated to such Series of Bonds; provided, however, that Pledged Revenues shall not include any moneys transferred to the Rebate Fund, or investment earnings thereon.

“Prepayment” shall mean monies received as the result of the payment by any owner of property of the amount of Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date.

“Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of the Special Assessments being prepaid.

“Principal Account” shall mean the account so designated within the Debt Service Fund.

“Project” shall mean with respect to any Series of Bonds, the design, acquisition, construction equipping and/or improvement of certain public infrastructure and public facilities; and related incidental costs, all as more specifically described in the Supplemental Indenture relating to such Series of Bonds; provided that the Project shall specially benefit all of the District Lands on which Special Assessments to secure such Series of Bonds have been levied.

“Property Appraiser” shall mean the property appraiser of the County.

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

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

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

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

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

“Registrar” shall mean initially U.S. Bank Trust Company, National Association, which entity shall have the responsibilities set forth in Section 2.04 of this Master Indenture, and thereafter any successor thereto appointed in accordance with Section 11.20 of this Master Indenture.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date or the date on which the principal of a Bond is to be paid.

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

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

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

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

“S&P” shall mean S & P Global Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the District and acceptable to the Trustee.

“Series” shall mean all of the Bonds authenticated and delivered at one time on original issuance and pursuant to any Certified Resolution of the District authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article II hereof and the applicable Supplemental Indenture, regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the District upon original issuance. Two or more Series or sub-Series of Bonds may be issued simultaneously under separate Supplemental Indentures, but under this Master Indenture. As may be provided by subsequent proceedings of the District, one or more Series of Bonds or sub-Series of Bonds, whether issued at the same time or not, may be separately secured by Special Assessments imposed pursuant to separate assessment proceedings. Such Bonds or sub-Series of Bonds which are secured by separate Special Assessments will not be issued as parity bonds even if issued at the same time.

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

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

“Sinking Fund Installment” shall mean the moneys required to be deposited in the Sinking Fund Account for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

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

by the District under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the District under Section 190.021(3) of the Act.

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

“State” shall mean the State of Florida.

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

“Tax Collector” shall mean the tax collector of the County.

“Term Bonds” shall mean Bonds that mature on one date and that are subject to mandatory redemption from Sinking Fund Installments.

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

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

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

[END OF ARTICLE I]

ARTICLE II THE BONDS

Section 2.01 Amounts and Terms of Bonds; Details of Bonds. The District is hereby authorized to issue in one or more Series pursuant to the terms and conditions of this Master Indenture, its obligations to be known as “East Ridge Community Development District Special Assessment Revenue Bonds, Series [to be designated]” (the “Bonds”). The Bonds shall be issued in Authorized Denominations unless otherwise provided in a Supplemental Indenture and within each Series shall be numbered consecutively from R-1 and upwards. All Bonds shall be issued only upon satisfaction of the conditions set forth in Article III hereof; and the Trustee shall, at the District’s request, authenticate such Bonds and deliver them as specified in such request.

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

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

Except to the extent otherwise provided in Section 2.11 hereof or in a Supplemental Indenture, interest on any Bond is payable on any Interest Payment Date by check or draft mailed on the Interest Payment Date to the person in whose name that Bond is registered at the close of business on the Regular Record Date for such Interest Payment Date, at his address as it appears on the Bond Register. The Bonds shall bear interest from the Interest Payment Date next preceding the date on which they are authenticated unless authenticated on an Interest Payment Date in which event they shall bear interest from such Interest Payment Date, or unless authenticated before the first Interest Payment Date in which event they shall bear interest from their date; provided, however, that if a Bond is authenticated between a Record Date and the next succeeding Interest Payment Date, such Bond shall bear interest from such succeeding Interest Payment Date; provided further, however, that if at the time of authentication of any Bond interest thereon is in default, such Bond shall bear interest from the date to which interest has been paid or if interest has not been paid then from the Dated Date of the Bonds. Any interest on any Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called “Defaulted Interest”) shall be paid to the Owner in whose name the Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register on the date of such mailing. The foregoing notwithstanding, but subject to the procedures set forth in Section 2.11 hereof, any Owner of Bonds of a Series in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the

Trustee and Paying Agent, upon requesting the same in a writing received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Trustee and Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Trustee and Paying Agent at least fifteen (15) days prior to the relevant Record Date. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by such Bonds on the day before the default occurred.

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

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

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

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

Section 2.05 Mutilated, Destroyed, Lost or Stolen Bonds. If any Bond shall become mutilated, the District shall execute and the Trustee shall thereupon authenticate and deliver a new Bond of like Series, tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of such mutilated Bond for cancellation, and the District and the Trustee may require reasonable indemnity therefor. If any Bond shall be reported lost, stolen or destroyed, evidence as to the ownership and the loss, theft or destruction thereof

shall be submitted to the District and the Trustee; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the District shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, tenor and denomination. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, lost, stolen or destroyed Bond shall have matured or be about to mature, the District may, with the consent of the Trustee, pay to the Owner the principal amount of and accrued interest on such Bond upon the maturity thereof and compliance with the aforesaid conditions by such Owner, without the issuance of a substitute Bond therefor.

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

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

Section 2.06 Temporary Bonds. Pending preparation of definitive Bonds, or by agreement with the original purchasers of all Bonds, the District may issue and, upon its request, the Trustee shall authenticate in lieu of definitive Bonds one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the District, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds. So long as Cede & Co., or any other nominee of DTC is the Registered Owner of the Bonds, the definitive Bonds shall be in typewritten form.

Section 2.07 Cancellation and Destruction of Surrendered Bonds. All Bonds surrendered for payment or redemption and all Bonds surrendered for exchange shall, at the time of such payment, redemption or exchange, be promptly transferred by the Registrar or the Paying Agent to, and cancelled and destroyed by, the Trustee in accordance with its retention policy then in effect.

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

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

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

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

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

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

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

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

Section 2.10 Limitation on Incurrence of Certain Indebtedness. The District will not, unless permitted by the applicable Supplemental Indenture, issue Bonds of any Series secured by a parity lien on the same Pledged Revenues pledged to any Series of Outstanding Bonds, provided that the District may enter into agreements with issuers of Credit Facilities which involve liens on Pledged Revenues on a parity with that of the Bonds or portion thereof which is supported by such Credit Facilities.

Section 2.11 Qualification for The Depository Trust Company. To the extent provided in a Supplemental Indenture or authorized and directed by a Resolution of the District authorizing the issuance of a Series of Bonds, the Trustee shall be authorized to enter into agreements with

The Depository Trust Company, New York, New York (“DTC”) and other depository trust companies, including, but not limited to, agreements necessary for wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC, and other depository trust companies in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC and other depository trust companies (or any of their designees identified to the Trustee) by overnight delivery, courier service, telegram, telecopy or other similar means of communication.

As long as the Bonds are held in book-entry only form, CEDE & Co., shall be considered the Registered Owner for all purposes hereof and the Bonds shall not be required to be presented for payment.

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

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

Principal and interest on the Bonds registered in the name of Cede & Co. prior to and at maturity shall be payable directly to Cede & Co. in care of DTC. Disbursal of such amounts to DTC Participants shall be the responsibility of DTC. Payments by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners shall be the responsibility of DTC Participants and Indirect Participants and not of DTC, the Trustee or the District.

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

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

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

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

[END OF ARTICLE II]

ARTICLE III ISSUE OF BONDS

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

1) a Certified Resolution of the District (a) approving a Supplemental Indenture under which the Series of Bonds are to be issued; (b) providing the terms of the Bonds and directing the payments to be made into the Funds and Accounts in respect thereof as provided in Articles V and VI hereof; (c) authorizing the execution and delivery of the Series of Bonds to be issued; and (d) if the purpose is to effectuate a refunding, authorizing the redemption, if any, of the Bonds to be refunded and the defeasance thereof, and the execution and delivery of an escrow agreement, if applicable, and other matters contained in Article XIV hereof;

2) a written opinion or opinions of Counsel to the District, addressed to the District and the Trustee, substantially to the effect that (a) the District has good right and lawful authority under the Act to undertake the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; (b) that the Special Assessment proceedings have been taken in accordance with Florida law and that the District has taken all action necessary to levy and impose the Special Assessments; and (c) that the Special Assessments are legal, valid, and binding liens upon the property against which the Special Assessments are made, coequal with the lien of all state, county, district and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid;

3) for any Series of Bonds issued to finance the Cost of acquisition or construction of a Project, a Consulting Engineer's certificate addressed to the District and the Trustee in connection with the issuance of Bonds any proceeds of which will be used to finance Costs of a Project setting forth the estimated cost of the Project, and in the case of an acquisition by the District of all or a portion of the Project that has been completed, stating, substantially to the effect that in the signer's opinion, (a) the portion of the Project improvements to be acquired from the proceeds of such Bonds have been completed in accordance with the plans and specifications therefor; (b) the Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Cost of construction of such improvements; and (d) the plans and specifications for the Project improvements have been approved by all Regulatory Bodies required to approve them or such approval can reasonably be expected to be obtained;

- 4) a copy of the Supplemental Indenture for such Bonds, certified by the Secretary or Assistant Secretary of the District as being a true and correct copy thereof;
- 5) the proceeds of the sale of such Bonds together with any required equity deposit by any developer entity or any other legally available moneys;
- 6) any Credit Facility authorized by the District in respect to such Bonds;
- 7) one or more Certified Resolutions of the District relating to the levy of Special Assessments in respect of the Project, and evidencing that the District has undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection procedures, in order to levy and collect Special Assessments upon the District Lands in an amount sufficient to pay the Debt Service Requirement on the Bonds to be issued;
- 8) an executed opinion of Bond Counsel that (a) the Series of Bonds are valid and binding limited obligations of the District, payable solely from the sources provided therefor in the Indenture; (b) the Indenture constitutes a valid and binding obligation of the District, enforceable in accordance with its terms, and (c) if such Series of Bonds are not taxable Bonds, that the interest thereon is excludable from gross income for federal income tax purposes under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to their initial purchasers;
- 9) a written direction of the District to the Trustee to authenticate and deliver such Bonds;
- 10) a copy of a final judgment of validation and a Certificate of No Appeal with respect to the Bonds that are subject to validation or an opinion of Counsel that the Bonds are not subject to validation;
- 11) in the case of the issuance of a refunding Series of Bonds, an Officer's Certificate of the District or a report of an accounting or similar firm stating (a) the Bonds to be refunded; (b) any other amounts available for such purpose; (c) that the proceeds of the issue plus the other amounts, if any, stated to be available for the purpose will be sufficient to refund the Bonds to be refunded in accordance with the refunding plan and in compliance with Article XIV of this Master Indenture, including, without limitation, to pay the Costs of issuance of such Bonds, and (d) that notice of redemption, if applicable, of the Bonds to be refunded has been duly given or that provision has been made therefor, as applicable;
- 12) in the case of the issuance of a refunding Series of Bonds, a written opinion of Bond Counsel to the effect that the issuance of such Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds issued pursuant to the Indenture (to the extent that upon original issuance thereof such

Bonds were issued as Bonds the interest on which is excludable from gross income for federal income tax purposes); and

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

At the option of the District, any or all of the matters required to be stated in the Certified Resolution described in (1) above may instead be stated in a Supplemental Indenture, duly approved by a Certified Resolution of the District. Execution of a Series of the Bonds by the District and payment of the net purchase price of a Series of Bonds upon their issuance shall be conclusive evidence of satisfaction of conditions precedent, set forth in this Article, as to the District, the Participating Underwriter and/or the initial purchaser of such Series of Bonds, upon which the Trustee may conclusively rely.

[END OF ARTICLE III]

ARTICLE IV
CONSTRUCTION OR ACQUISITION OF PROJECT

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

Section 4.02 Compliance Requirements. The District will comply with all present and future laws, acts, rules, regulations, orders and requirements lawfully made and applicable in fact to any acquisition or construction hereby undertaken and shall obtain all necessary approvals under federal, state and local laws, acts, rules and regulations necessary for the construction or acquisition, completion and operation of any Project or portion thereof for which any Series of Bonds is being issued and shall complete any Project or portion thereof in conformity with such approvals, laws, rules and regulations.

[END OF ARTICLE IV]

ARTICLE V ACQUISITION AND CONSTRUCTION FUND

Section 5.01 Acquisition and Construction Fund. The Trustee shall establish an Acquisition and Construction Fund into which shall be deposited the proceeds from each Series of Bonds issued under the Indenture (unless otherwise specified herein or in the applicable Supplemental Indenture for a Series of Bonds) and from which Costs may be paid as set forth herein and in the applicable Supplemental Indenture. Unless otherwise specified in the applicable Supplemental Indenture, a separate Series Account shall be established in the Acquisition and Construction Fund with respect to each Series of Bonds issued hereunder and the proceeds of each Series of Bonds (other than Bonds issued to refund all or a portion of the Bonds) shall be deposited into the corresponding Series Account in the Acquisition and Construction Fund. The amounts in any Series Account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Separate subaccounts within any Series Account of the Acquisition and Construction Fund shall be maintained by the Trustee in respect of each Series of Bonds upon request of the District whenever, in the opinion of the District, it is appropriate to have a separate accounting in respect of the Costs of any designated portion of the Project including, but not limited to, a costs of issuance subaccount. Payments shall be made from the appropriate Series Account of the Acquisition and Construction Fund to pay any unpaid Costs of Issuance of the Series of Bonds in question, including without limitation, legal, engineering, and consultants' fees and to pay amounts to be reimbursed to the District for Costs advanced, and thereafter to pay Costs of planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project or portion thereof.

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

(i) Subject to the provisions of Section 9.21 hereof, payments made to the District from the sale, lease or other disposition of the Project or any portion thereof; and

(ii) Subject to the provisions of Section 9.12 hereof, the balance of insurance proceeds with respect to the loss or destruction of the Project or any portion thereof; and

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

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

to the Series of Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of the Project, such amounts shall be transferred to the applicable Series Account of the Bond Redemption Fund for application to the redemption of Bonds of the Series to which such proceeds relate, as set forth in Section 6.06 hereof or as otherwise set forth in the applicable Supplemental Indenture.

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

(c) *Completion of Project.* On the date of completion of the Project or if sufficient moneys are retained in the appropriate Series Account of the Acquisition and Construction Fund, to complete the Cost of the Project, in either case, as evidenced by the delivery to the Trustee of a certificate of the Consulting Engineer and adoption of a resolution by the Board accepting the Project as provided by Section 170.09, Florida Statutes, as amended (the "Completion Date"), the balance in the appropriate Series Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Project shall be transferred by the Trustee to, and deposited in, the applicable Series Account of the Bond Redemption Fund and applied as provided in Section 6.06 hereof and in the applicable Supplemental Indenture. When no monies remain in a Series Account of the Acquisition and Construction Fund, such Account shall be closed.

[END OF ARTICLE V]

ARTICLE VI
SPECIAL ASSESSMENTS;
APPLICATION THEREOF TO FUNDS AND ACCOUNTS

Section 6.01 Special Assessments; Lien of Indenture on Pledged Revenues. The District hereby covenants that it shall levy Special Assessments, and, unless provided otherwise with respect to a Series of Bonds, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the District, pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding hereunder. The District will collect such Special Assessments as provided in Article IX hereof.

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

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

Section 6.02 Funds and Accounts Relating to the Bonds. The Funds and Accounts specified in this Article VI shall be established under this Master Indenture and each Supplemental Indenture pursuant to which a Series of Bonds is issued, except as otherwise provided in a

Supplemental Indenture, for the benefit of the specific Series of Bonds and any Series issued on a parity therewith and, unless expressly otherwise provided in said Supplemental Indenture, shall not apply to Bonds Outstanding hereunder issued under any other indenture supplemental hereto or if separately secured by separate Special Assessments. Unless provided otherwise by Supplemental Indenture, all moneys, including, without limitation, proceeds of a Series of Bonds, on deposit to the credit of the Funds and Accounts established hereunder and under a Supplemental Indenture (except for moneys transferred to the Rebate Fund) shall be pledged to the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series of Bonds issued hereunder and under such Supplemental Indenture, and any Series issued on a parity therewith.

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

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

SECOND, no later than the Business Day preceding the first November 1 for which there remains an insufficient amount from Bond proceeds (or investment earnings thereon) on deposit in the applicable Series Interest Account to be applied to the payment of interest on the Bonds of a Series due on the next succeeding November 1, and no later than the Business Day next preceding each November 1 thereafter while Bonds of such Series issued under the Indenture remain Outstanding, to the applicable Series Interest Account of the Debt Service Fund, an amount equal to the interest on the Bonds of such Series

becoming due on the next succeeding November 1, less any amount on deposit in the applicable Series Interest Account not previously credited;

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

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

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

SIXTH, subject to the following paragraph, the balance of any moneys remaining in a Series Account of the Revenue Fund after making the foregoing deposits shall, subject to application as provided by one or more Supplemental Indentures, remain therein, unless pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, in which case, the District shall direct the Trustee to make such deposit thereto.

Unless otherwise provided in the applicable Supplemental Indenture, the Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the District, withdraw any moneys held for the credit of the Revenue Fund on November 2nd of such year which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed by the District to the credit of the applicable Series Account of the Bond Redemption Fund in accordance with the provisions hereof. Special Assessment Prepayments pledged to a particular Series of Bonds shall be deposited directly into the applicable Series account of the Bond Redemption Fund as provided herein. Notwithstanding the foregoing, if pursuant to any Arbitrage Certificate it is necessary to make a deposit in the Rebate Fund, the District shall direct the Trustee to make such deposit thereto.

Section 6.04 Debt Service Fund. The Trustee is hereby authorized and directed to establish a Debt Service Fund which shall consist of amounts deposited therein by the Trustee and any other amounts the District may pay to the Trustee for deposit therein with respect to the related Series of Bonds. The Debt Service Fund shall be held by the Trustee separate and apart from all

other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. The Trustee shall establish within the Debt Service Fund pursuant to a Supplemental Indenture, a Series Principal Account, a Series Interest Account and, if applicable, a Series Sinking Fund Account for each Series of Bonds and a Series Capitalized Interest Account, which accounts shall be separate and apart from all other Funds and Accounts established under the Indenture and from all other moneys of the Trustee.

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

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

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

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

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

(c) In lieu of paying the Debt Service Requirements necessary to allow any mandatory redemption of Bonds of a Series from the related Series Sinking Fund Account, the District may present to the Trustee Bonds of such Series purchased by the District pursuant to

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

Section 6.05 Debt Service Reserve Fund. The Trustee is hereby authorized and directed to establish a Debt Service Reserve Fund and, if applicable, pursuant to a Supplemental Indenture a Series Account for each Series of Bonds issued hereunder. The Debt Service Reserve Fund and each Series Account therein shall be held by the Trustee solely for the benefit of each related Series of Bonds or sub-Series, as determined by the applicable Supplemental Indenture and as may be applied pursuant to Sections 10.11 and 11.04 hereof; provided, however, that notwithstanding anything to the contrary contained in this Master Indenture, the Supplemental Indenture authorizing the issuance of a Series of Bonds may provide that the Debt Service Reserve Fund is not applicable and no account therein shall secure such Series of Bonds. The Debt Service Reserve Fund and each Series Account therein shall constitute an irrevocable trust fund to be applied solely as set forth herein and shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, on the date of issuance and delivery of a Series of Bonds an amount of Bond proceeds or equity equal to the Debt Service Reserve Requirement in respect of such Series of Bonds, calculated as of the date of issuance and delivery of such Series of Bonds, shall be deposited in the related Series Account of the Debt Service Reserve Fund. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, and as long as there exists no default under the Indenture and the amount in the Series Account of the Debt Service Reserve Fund is not reduced below the then applicable Debt Service Reserve Requirement with respect to such Series of Bonds, earnings on investments in the Series Account of the Debt Service Reserve Fund shall, prior to the Completion Date of a Project, be transferred to the applicable Acquisition and Construction Account of the Acquisition and Construction Fund, and after the Completion Date, shall be transferred to the related Series Account of the Revenue Fund. Otherwise, earnings on investments in each Series Account of the Debt Service Reserve Fund shall be retained therein until applied as set forth herein. If made applicable in a Supplemental Indenture, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement as a result of an optional prepayment by the owner of a lot or parcel of land of Special Assessments against such lot or parcel or a mandatory true-up payment, which Special Assessments are pledged for the payment and security of such Series of Bonds, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, be transferred from the Series Account or Subaccount of the Debt Service Reserve Fund to the applicable Series Account of the Bond Redemption Fund established for such Series of Bonds and shall constitute a credit against such optional prepayment or true-up payment. If made applicable in the Supplemental Indenture with respect to a Series of Bonds, in the event that the amount in a Series Account of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement with respect to such

Series of Bonds due to a decrease in the then applicable Debt Service Reserve Requirement for any other reason, the excess amount shall, as directed by the terms of the applicable Supplemental Indenture, be transferred from the Series Account of the Debt Service Reserve Fund to the applicable Series Account or Subaccount as provided in the Supplemental Indenture.

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

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

In the event that upon the occurrence of any deficiency in a Series Interest Account, a Series Principal Account or a Series Sinking Fund Account, if the Series Account of the Debt

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

Section 6.06 Bond Redemption Fund. Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, the Trustee is hereby authorized and directed to establish a Bond Redemption Fund and pursuant to a Supplemental Indenture a Series Account within the Bond Redemption Fund for each Series of Bonds issued hereunder into which shall be deposited, moneys in the amounts and at the times provided in Sections 5.01, 6.01, 6.03, 6.05 and 9.12(c) of this Master Indenture. The Series Account within the Bond Redemption Fund shall constitute an irrevocable trust fund to be applied solely as set forth in the applicable Supplemental Indenture and shall be held by the Trustee separate and apart from all other Funds and Accounts held under such Indenture and from all other moneys of the Trustee. All earnings on investments held in the Series Account within the Bond Redemption Fund shall be retained therein and applied as set forth below.

Unless provided otherwise in a Supplemental Indenture with respect to a Series of Bonds, moneys in the Series Account within the Bond Redemption Fund (including all earnings on investments held in the Series Account within the Bond Redemption Fund) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, (except for amounts resulting from Prepayments of Special Assessments, which shall be applied as provided in the next paragraph) make such deposits into the Rebate Fund created and established under this Master Indenture as the District may direct in accordance with an arbitrage rebate agreement, such moneys thereupon to be used solely for the purposes specified in said arbitrage rebate agreement. Any moneys so transferred

from the Series Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the related Indenture;

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

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

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

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

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

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

of Bonds issued under such Supplemental Indenture shall be held in trust by the Trustee for the benefit of the Holders of, and Credit Facility Issuer with respect to, Bonds of that Series only.

Section 6.10 Unclaimed Moneys. In the event any Bond shall not be presented for payment when the principal of such Bond becomes due, either at maturity or at the date fixed for redemption of such Bond or otherwise, if amounts sufficient to pay such Bond have been deposited with the Trustee for the benefit of the owner of the Bond and have remained unclaimed for three (3) years after the date payment thereof becomes due shall, upon request of the District, if the District is not at the time to the actual knowledge of a Responsible Officer of the Trustee in default with respect to any covenant in this Master Indenture, any Supplemental Indenture or the Bonds contained, be paid to the District; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the District; provided, however, that the Trustee, before making payment to the District, shall, if so directed by the District, at the expense of the District, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the District after a specified date.

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

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

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

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

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

[END OF ARTICLE VI]

ARTICLE VII
SECURITY FOR AND INVESTMENT OR DEPOSIT OF FUNDS

Section 7.01 Deposits and Security Therefor. Unless otherwise provided in the Supplemental Indenture with respect to a Series of Bonds, all moneys received by the Trustee under a Supplemental Indenture for deposit in any Fund or Account established under this Master Indenture or such Supplemental Indenture shall be considered trust funds, shall not be subject to lien or attachment, except for the lien created by this Master Indenture and the related Supplemental Indenture, and shall be deposited with the Trustee, until or unless invested or deposited as provided in Section 7.02 hereof. All deposits of moneys received by the Trustee under this Master Indenture or such Supplemental Indenture (whether original deposits under this Section 7.01 unless such deposits are of a type referenced in section (iii) or (iv) of the definition of Investment Securities or deposits or redeposits in time accounts under Section 7.02) shall, to the extent not insured, and to the extent permitted by law, be fully secured as to both principal and interest earned, by Investment Securities of the types set forth in the definition of Investment Securities and the provisions thereof. If at any time the Trustee is unwilling to accept such deposits or unable to secure them as provided above, the Trustee may deposit such moneys with any other depository which is authorized to receive them and the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC Savings Association Insurance Fund). All deposits in any other depository in excess of the amount covered by insurance (whether under this Section 7.01 or Section 7.02 as aforesaid) shall, to the extent permitted by law, be fully secured as to both principal and interest earned, in the same manner as required herein for deposits with the Trustee. Such security shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000.

Section 7.02 Investment or Deposit of Funds. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the District in writing, invest moneys held in the Series Accounts in the Debt Service Fund and any Series Account within the Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and securities described in subparagraphs (iii), (iv), (v), (vi), (vii) or (xi) of the definition of Investment Securities. Except to the extent otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee shall, as directed by the District in writing, invest moneys held in any Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein. All securities securing investments under this Section shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The interest and income received upon such investments and any interest paid by the Trustee or any other depository of any Fund or Account and any profit or loss resulting from the sale of securities shall be added or charged to the Fund or Account for which such investments are made; provided, however, that if the amount in any Fund or Account equals or exceeds the amount required to be on deposit therein, subject to Section 6.05 of this Master Indenture and unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, any

interest and other income so received shall be deposited in the related Series Account of the Revenue Fund. Upon written request of the District, or on its own initiative whenever payment is to be made out of any Fund or Account, the Trustee shall sell such securities as may be requested to make the payment and restore the proceeds to the Fund or Account in which the securities were held. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided hereinafter. If net proceeds from the sale of securities held in any Fund or Account shall be less than the amount invested and, as a result, the amount on deposit in such Fund or Account is less than the amount required to be on deposit in such Fund or Account, the amount of such deficit shall be transferred to such Fund or Account from the related Series Account of the Revenue Fund.

Absent specific instructions as aforesaid, or absent a standing written direction from the District for the investment of such moneys, then the Trustee shall hold such moneys uninvested and shall not be responsible or liable for keeping the moneys invested. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the District or otherwise, including that set forth in the first sentence of this paragraph. The Trustee may conclusively rely upon the District's written instructions as to both the suitability and legality of all investments directed hereunder or under any Supplemental Indenture. Ratings of investments shall be determined by the District at the time of purchase of such investments and without regard to ratings subcategories and the Trustee shall have no responsibility to monitor the ratings of investments. The Trustee may make any investments permitted by the provisions of this section through its own bond department or investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades. Confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 7.03 Valuation of Funds. The Trustee shall value the assets in each of the Funds and Accounts established hereunder or under any Supplemental Indenture 45 days prior to each Interest Payment Date, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. In computing the assets of any Fund or Account, investments and accrued interest thereon shall be deemed a part thereof, subject to Section 7.02 hereof. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder or under any Supplemental Indenture, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption price thereof, to the extent that any such obligation is then redeemable at the option of the holder.

[END OF ARTICLE VII]

ARTICLE VIII

REDEMPTION AND PURCHASE OF BONDS

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

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

(b) *Extraordinary Mandatory Redemption in Whole or in Part.* Except as otherwise provided in a Supplemental Indenture with respect to Bonds of the related Series, Bonds of a Series are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory Redemption Price equal to 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the redemption date, (i) from moneys deposited into the related Series Account within the Bond Redemption Fund following the prepayment of Special Assessments on any portion of the District Lands; (ii) when sufficient moneys are on deposit in the related Series Funds and Accounts (other than moneys in the Rebate Fund and any other excluded Fund or Account as provided in a Supplemental Indenture with respect to a Series of Bonds) to pay and redeem all Outstanding Bonds of a Series and accrued interest thereon to the redemption date in addition to all amounts owed to Persons under the related Indenture; (iii) from moneys in excess of the Debt Service Reserve Requirement for a Series of Bonds in the applicable Series Account of the Debt Service Reserve Fund transferred to the Series Account within the Bond Redemption Fund pursuant to Section 6.05 hereof; (iv) from excess moneys transferred from the Series Account of the Revenue Fund to the Series Account within the Bond Redemption Fund in accordance with Section 6.03 of this Master Indenture; (v) from moneys, if any, on deposit in the Series Account within the Bond Redemption Fund pursuant to Section 9.12(c) hereof following condemnation or the sale of any portion of the District Lands benefited by a Project to a governmental entity under threat of condemnation by such governmental entity or the damage or destruction of all or substantially all of the Project when such moneys are not to be used pursuant to Section 9.12(c) to repair, replace or restore the Project; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the District shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or (vi) from amounts transferred to the Series Account of the Bond Redemption Fund from the Series Account of the Acquisition and Construction Fund in accordance with Section 5.01(c) hereof.

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

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

The principal amounts of scheduled Sinking Fund Installments shall be reduced as specified by the District or as provided in Section 8.04 hereof by any principal amounts of the Bonds redeemed pursuant to Section 8.01(a) and (b) hereof or purchased and cancelled pursuant to Section 6.04 hereof.

Upon any redemption of Bonds other than in accordance with scheduled Sinking Fund Installments, the District shall cause to be recalculated and delivered to the Trustee revised Sinking Fund Installments recalculated so as to amortize the Outstanding principal amount of Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Bonds of such Series. The Sinking Fund Installments as so recalculated shall not result in an increase in the aggregate of the Sinking Fund Installments for all Bonds of such Series in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which a Sinking Fund Installment is due, the foregoing recalculation shall not be made to Sinking Fund Installments due in the year in which such redemption or purchase occurs, but shall be made to Sinking Fund Installments for the immediately succeeding and subsequent years.

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

- (a) the redemption or purchase date;
- (b) the redemption or purchase price;
- (c) CUSIP numbers, to the extent applicable, and any other distinctive numbers and letters;
- (d) if less than all Outstanding Bonds of a Series to be redeemed or purchased, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed or purchased;

(e) that on the redemption or purchase date the Redemption Price or purchase price will become due and payable upon surrender of each such Bond or portion thereof called for redemption or purchase, and that interest thereon shall cease to accrue from and after said date;

(f) the place where such Bonds are to be surrendered for payment of the redemption or purchase price, which place of payment shall be a corporate trust office of the Trustee; and

(g) any conditions that must be satisfied for the Bonds to be redeemed on the date of redemption.

If at the time of mailing of notice of an optional redemption or purchase, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Bonds called for redemption or purchase, such notice shall state that the redemption is conditional and is subject to the deposit of the redemption or purchase moneys with the Trustee or Paying Agent, as the case may be, not later than the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

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

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

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

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

Section 8.04 Partial Redemption of Bonds. Except to the extent otherwise provided in a Supplemental Indenture, if less than all of a Series of Bonds of a maturity are to be redeemed, the Trustee shall select the particular Bonds or portions of the Bonds to be called for redemption by lot in such reasonable manner as the Trustee in its discretion may determine. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(a), such redemption shall be effectuated by redeeming Bonds of such Series of such maturities in such manner as shall be specified by the District in writing, subject to the provisions of Section 8.01 hereof. In the case of any partial redemption of Bonds of a Series pursuant to Section 8.01(b), such redemption shall be effectuated by redeeming Bonds of such Series pro rata among the maturities, treating each date on which a Sinking Fund Installment is due as a separate maturity for such purpose, with the portion to be redeemed from each maturity being equal to the product of the aggregate principal amount of Bonds of such Series to be redeemed multiplied times a fraction the numerator of which is the principal amount of the Series of Bonds of such maturity outstanding immediately prior to the redemption date and the denominator of which is the aggregate principal amount of all Bonds of such Series outstanding immediately prior to the redemption date, rounded down to the nearest \$5,000 amount (or other minimum amount necessary in order to retain Authorized Denominations).

[END OF ARTICLE VIII]

ARTICLE IX COVENANTS OF THE DISTRICT

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

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

THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND THE RELATED SUPPLEMENTAL INDENTURE AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE DISTRICT, INCLUDING, WITHOUT LIMITATION, THE PROJECT OR ANY PORTION THEREOF IN RESPECT OF WHICH ANY SUCH BONDS ARE BEING ISSUED, OR ANY PART THEREOF, BUT SHALL CONSTITUTE A LIEN ONLY ON THE PLEDGED REVENUES AS SET FORTH IN THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE. NOTHING IN THE BONDS AUTHORIZED UNDER THIS MASTER INDENTURE AND ANY SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED AS OBLIGATING THE DISTRICT TO PAY THE BONDS OR THE REDEMPTION PRICE THEREOF OR THE INTEREST THEREON EXCEPT FROM THE PLEDGED REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE DISTRICT, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE DISTRICT, THE COUNTY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

Section 9.03 Special Assessments; Re-Assessments.

(a) The District shall levy Special Assessments, and, unless the District collects the Special Assessments directly under the conditions set forth herein, evidence and certify the same to the Tax Collector or shall cause the Property Appraiser to certify the same on the tax roll to the Tax Collector for collection by the Tax Collector and enforcement by the Tax Collector or the District pursuant to the Act, Chapter 170 or Chapter 197, Florida Statutes, or any successor statutes, as applicable, and Section 9.04 hereof, to the extent and in an amount sufficient to pay Debt Service Requirements on all Outstanding Bonds.

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

Section 9.04 Method of Collection. Unless otherwise provided in the applicable Supplemental Indenture, Special Assessments shall be collected by the District in accordance with the provisions of the Act and Chapter 197, Florida Statutes, or any successor statutes thereto, as applicable, in accordance with the terms of this Section. Except as stated in the next succeeding sentence, the District shall use the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes thereto (the “Uniform Method”), and to do all things necessary to continue to use the Uniform Method or a comparable alternative method afforded by Section 197.3631, Florida Statutes. Notwithstanding the foregoing, the District shall not use the Uniform Method to collect Special Assessments levied against District Lands should the District determine that another method of collection is in the best interest of the District. The District shall enter into or maintain in effect one or more written agreements with the Property Appraiser and the Tax Collector, either individually or jointly (together, the “Property Appraiser and Tax Collector Agreement”) in order to effectuate the provisions of this Section. The District shall ensure that any such Property Appraiser and Tax Collector Agreement remains in effect for at least as long as the final maturity of Bonds Outstanding under this Indenture. To the extent that the District is legally prevented from collecting Special Assessments pursuant to the Uniform Method, is not required to collect Special Assessments pursuant to the Uniform Method in accordance with the provisions of this Section 9.04 or the Board determines that using the Uniform Method is not in the best interest of the District, the District shall then collect and enforce Special Assessments pursuant to any available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

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

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

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

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

actions or actions caused to be done through the Trustee, agrees that it shall be required to take the measure provided by law for sale of property acquired by it as trustee for the Registered Owners within thirty (30) days after the receipt of the request therefor signed by the Registered Owners of at least fifty percent (50%) of the aggregate principal amount of all Outstanding Bonds of the Series payable from Special Assessments assessed on such property. If directed by the Beneficial Owners of a majority of the Bonds Outstanding or if the Trustee or the District shall so elect, the District and the Trustee may place title of property received upon foreclosure or deed in lieu of foreclosure into a special purpose entity controlled by the Trustee or such other entity acceptable to the Beneficial Owners of a majority of the Bonds of a Series so effected by such foreclosure, for the benefit of the Registered Owners.

Section 9.07 Books and Records with Respect to Special Assessments. In addition to the books and records required to be kept by the District pursuant to the provisions of Section 9.15 hereof, the District shall keep books and records for the collection of the Special Assessments on the District Lands, which such books, records and accounts shall be kept separate and apart from all other books, records and accounts of the District. The District Manager or the District Manager's designee, at the end of each Fiscal Year, shall prepare a written report setting forth the collections received, the number and amount of delinquencies, the proceedings taken to enforce collections and cure delinquencies and an estimate of time for the conclusion of such legal proceedings.

Section 9.08 Deposit of Special Assessments. The District covenants to cause all amounts collected or otherwise received by it with respect to the Special Assessments to be deposited with the Trustee within five (5) Business Days after receipt thereof for deposit into the related Series Account of the Revenue Fund (except that amounts received as Prepayment Principal shall be designated by the District as such upon delivery to the Trustee and shall be deposited directly into the related Series Account within the Bond Redemption Fund).

Section 9.09 Construction to be on District Lands. Except for certain off-site improvements which are or may be outside the District Lands and are required in order for the District Lands to be developed, the District covenants that no part of the Project will be constructed on, over or under lands other than (i) lands good and marketable title to which is owned by the District or other appropriate entity in fee simple, (ii) lands on, over or under which the District or other appropriate entity shall have acquired perpetual easements for the purposes of the Project, or (iii) lands, including public streets and highways, the right to the use and occupancy of which for such purposes shall be vested in the District or other appropriate entity by law or by valid franchises, licenses, easements or rights of way or other legally effective permissions or approval.

Section 9.10 Operation, Use and Maintenance of Project. The District shall establish and enforce reasonable rules and regulations governing the use of the Project owned by the District, and the operation thereof, such rules and regulations to be adopted in accordance with the Act, and the District shall operate, use and maintain the Project owned by the District in accordance with the Act and all other applicable federal and State laws, rules and regulations; the District shall maintain and operate the Project owned by the District in an efficient and economical manner, shall at all times maintain the same in good repair and in sound operating condition and shall make all necessary repairs, renewals and replacements.

Section 9.11 Observance of and Compliance with Valid Requirements. The District shall pay all municipal or governmental charges lawfully levied or assessed upon any Project or any part thereof or upon any revenues when the same shall become due, and the District shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to each Project. The District shall not, except as otherwise permitted in Section 9.21 of this Article, create or suffer to be created any lien or charge upon any Project or upon Pledged Revenues, except the lien and charge of the Bonds on the Pledged Revenues.

Section 9.12 Public Liability and Property Damage Insurance; Maintenance of Insurance; Use of Insurance and Condemnation Proceeds.

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

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

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

(c) All proceeds received from property damage or destruction insurance and all proceeds received from the condemnation of any Project or any part thereof are hereby pledged by the District as security for the related Series of Bonds and shall be deposited at the option of the District, but subject to the limitations hereinafter described, either (i) into the Acquisition and Construction Fund, and used to remedy the loss, damage or taking for which such proceeds are received, either by repairing the damaged property or replacing the destroyed or taken property, as soon as practicable after the receipt of such proceeds, or (ii) if so provided in the applicable Supplemental Indenture into the related Series Account within the Bond Redemption Fund for the purpose of purchasing or redeeming Bonds according to the provisions set forth in Article VIII

hereof. The District shall not be entitled to deposit insurance proceeds or condemnation awards into the separate fund described above in clause (i) of this paragraph (and such proceeds and awards shall be deposited directly into the related Series Account within the Bond Redemption Fund pursuant to clause (ii) of this paragraph) unless there shall have been filed with the District within a reasonable time after the damage, destruction or condemnation (A) a certificate from the Consulting Engineer that the proceeds of the insurance or condemnation awards deposited into such separate fund, together with other funds available for such purposes, will be sufficient to repair, rebuild, replace or restore such property to substantially the same condition as it was in prior to its damage, destruction or condemnation (taking into consideration any changes, alterations and modifications that the District may desire), (B) an opinion from the Consulting Engineer that the Project can be repaired, rebuilt, replaced or restored within two (2) years following the damage, destruction or condemnation thereof and (C) an opinion of the Consulting Engineer that, in each of the three (3) Fiscal Years following completion of such repair, rebuilding, replacement or restoration, the District will be in compliance with its obligations hereunder. If the certificate described in clause (A) of this paragraph is not rendered because such proceeds or awards are insufficient for such purposes, the District may deposit any other legally available funds in such separate fund in an amount required to enable the Consulting Engineer to render its certificate. If the insurance proceeds or condemnation awards deposited in such separate fund are more than sufficient to repair the damaged property or to replace the destroyed or taken property, the balance thereof remaining shall be deposited to the credit of the related Series Account in the Revenue Fund.

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

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the District shall obtain a certificate of compliance executed by the District Manager to the effect that (A) the proposed Qualified Self Insurance plan will provide the coverage required by subsections (a) and (b) of this Section, and (B) the proposed Qualified Self Insurance plan provides for the creation of actuarially sound reserves.

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

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

Section 9.13 Collection of Insurance Proceeds. Copies of all insurance policies referred to in Section 9.12 of this Article shall be available at the offices of the District at all reasonable times to the inspection of the Holders of the Bonds and their agents and representatives duly authorized in writing. The District covenants that it will take such action as may be necessary to demand, collect and sue for any insurance money which may become due and payable under any policy of insurance required under this Master Indenture or any Supplemental Indenture, whether such policy is payable to the District or to the Trustee. The Trustee is hereby authorized in its own name to demand, collect, sue and receive any insurance money which may become due and payable under any policies payable to it.

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

Section 9.14 Use of Revenues for Authorized Purposes Only. None of the Pledged Revenues shall be used for any purpose other than as provided in this Master Indenture and the related Supplemental Indenture and no contract or contracts shall be entered into or any action taken by the District or the Trustee which will be inconsistent with the provisions of this Master Indenture and the related Supplemental Indenture.

Section 9.15 Books and Records. The District shall keep proper books of records and accounts in accordance with Generally Accepted Accounting Principles (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to any Project, and which, together with all other books and records of the District, including, without limitation, insurance policies, relating to any Project, shall at all times be subject during regular business hours to the inspection of the Trustee.

Section 9.16 Observance of Accounting Standards. The District covenants that all the accounts and records of the District relating to the Project will be kept according to Generally Accepted Accounting Principles consistently applied and consistent with the provisions of this Master Indenture and any Supplemental Indenture.

Section 9.17 Employment of Certified Public Accountant. The District shall employ or cause to be employed as required a Certified Public Accountant to perform accounting and auditing functions and duties required by the Act and this Master Indenture and any Supplemental Indenture.

Section 9.18 Establishment of Fiscal Year, Annual Budget. The District has established a Fiscal Year beginning October 1 of each year and ending September 30 of the following year. The reports and budget of the District shall relate to such Fiscal Year unless and until, in accordance with applicable law, a different Fiscal Year is established.

On or before the first day of each Fiscal Year the District shall adopt a final Annual Budget with respect to the Project for such Fiscal Year for the payment of anticipated operating and

maintenance expenses and shall supply a copy of such budget promptly upon the approval thereof to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose. The District may at any time adopt an amended or supplemental Annual Budget for the remainder of the current Fiscal Year, and when such amended or supplemental Annual Budget is approved it shall be treated as the official Annual Budget under this Master Indenture and any Supplemental Indenture. Copies of such amended or supplemental Annual Budget shall be mailed by the District to any Bondholders who shall have so requested in writing and shall have filed their names and addresses with the Secretary of the Board for such purpose.

Section 9.19 Employment of Consulting Engineer; Consulting Engineer's Report. The District shall, for the purpose of performing and carrying out the duties imposed on the Consulting Engineer by this Master Indenture and any Supplemental Indenture, employ one or more Independent engineers or engineering firms or corporations having a statewide and favorable repute for skill and experience in such work.

Copies of such annual report shall be mailed by the District to any Bondholders who shall have filed their names and addresses with the Secretary of the Board for such purpose.

Section 9.20 Audit Reports. The District covenants that, within the time period mandated by applicable state law, it will cause an audit to be made by a Certified Public Accountant covering all receipts and moneys then on deposit with or in the name of the Trustee or the District and any security held therefor and any investments thereof. Copies of such audit reports shall be filed with the District Manager and the Secretary of the Board, and mailed upon request by the District Manager to the Consulting Engineer and to all Bondholders who shall have filed their names and addresses with the District Manager for such purpose.

Section 9.21 Covenant Against Sale or Encumbrance; Exceptions. The District covenants that, (a) except for those improvements comprising any Project that are to be conveyed by the District to the City, the County, the State Department of Transportation or another governmental entity and (b) except as in this Section permitted, it will not sell, lease or otherwise dispose of or encumber any Project, or any part thereof. Subject to the provisions of Section 9.27 hereof, the District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the related Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the District shall be deposited to the credit of the related Series Account in the Revenue Fund.

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

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

Section 9.22 No Loss of Lien on Pledged Revenue. The District shall not do or omit to do, or suffer to be done or omit to be done, any matter or thing whatsoever whereby the lien of the Bonds on the Pledged Revenues or any part thereof, or the priority thereof, would be lost or impaired; provided, however, that this Section shall not prohibit the Trustee from transferring moneys to the Rebate Fund held by the Trustee under any arbitrage rebate agreement.

Section 9.23 Compliance With Other Contracts and Agreements. The District shall comply with and abide by all of the terms and conditions of any and all contracts and agreements which the District enters into in connection with the Project and the issuance of the Bonds.

Section 9.24 Issuance of Additional Obligations. Except as otherwise provided herein and in the applicable Supplemental Indenture the District shall not issue any obligations other than the Bonds payable from Pledged Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge, payable from Pledged Revenues.

Section 9.25 Extension of Time for Payment of Interest Prohibited. The District shall not directly or indirectly extend or assent to an extension of time for payment of any claim for interest on any of the Bonds and shall not directly or indirectly be a party to or approve any arrangement therefor by purchasing or funding or in any manner keeping alive any such claim for interest; no claim for interest which in any way, at or after maturity, shall have been transferred or pledged apart from the Bonds to which it relates or which shall in any manner have been kept alive after maturity by extension or by purchase thereof by or on behalf of the District, shall be entitled, in case of a default hereunder, to any benefit or security under this Master Indenture and any Supplemental Indenture except after the prior payment in full of the principal of all Bonds and claims for interest appertaining thereto not so transferred, pledged, kept alive or extended.

Section 9.26 Further Assurances. The District shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture.

Section 9.27 Use of Bond Proceeds to Comply with Internal Revenue Code. The District covenants to the Holders of the Bonds that it will not make or direct the making of any investment or other use of the proceeds of any Bonds issued hereunder, the interest on which is intended to be excluded from gross income for federal income tax purposes (“Tax-Exempt Bonds”) which would cause such Bonds to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Code or “private activity bonds” as that term is defined in

Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code sections and related regulations throughout the term of such Tax-Exempt Bonds necessary to maintain the exclusion of the interest on such Bonds from gross income for federal income tax purposes. The District hereby further covenants and agrees to comply with the procedures and covenants contained in any Arbitrage Certificate executed in connection with the issuance of each Series of Tax-Exempt Bonds for so long as compliance is necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on each Series of Tax-Exempt Bonds. Notwithstanding the foregoing, nothing in this Indenture shall be construed as a pledge of the full faith and credit of the District or a general obligation of the District, all obligations of the District under this Indenture shall be payable solely from the Pledged Revenues, and the District is not required to impose additional assessments, taxes, or other similar amounts to cover any amounts that may be declared due and owing in the event that the Bonds are deemed taxable.

Section 9.28 Corporate Existence and Maintenance of Properties. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate existence as a local unit of special-purpose government under the Act and shall provide for or otherwise require all Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

Section 9.29 Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture and any Supplemental Indenture, failure of the District or the Developer (if obligated pursuant to the Continuing Disclosure Agreement) to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the request of any participating underwriter or the Holders of at least 25% aggregate principal amount in Outstanding Bonds of a Series and receipt of indemnity to its satisfaction, shall) or any Holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations under this Section 9.29. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

[END OF ARTICLE IX]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

(c) if the District, for any reason, fails in, or is rendered incapable of, fulfilling its obligations under the Indenture or under the Act, which may be reasonably determined solely by the Majority Owners of the applicable Series of Bonds; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the Indenture or in any Bond of such Series issued pursuant to the Indenture and such default continues for sixty (60) days after written notice requiring the same to be remedied shall have been given to the District by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Majority Owners of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion; or

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

(g) if at any time the amount in the Reserve Account in the Debt Service Reserve Fund established for such Series is less than the Debt Service Reserve Requirement as a result of the Trustee withdrawing an amount therefrom to satisfy the Debt Service Requirement on the Bonds of such Series and such amount has not been restored within ninety (90) days of such withdrawal; or

(h) if, at any time after eighteen months following issuance of the Series of Bonds, more than twenty percent (20%) of the “maintenance special assessments” levied by the District on the District Lands upon which the Special Assessments are levied to secure one or more Series of Bonds pursuant to Section 190.021(3), Florida Statutes, as amended, and collected directly by the District have become due and payable and have not been paid within ninety (90) days of the date when due.

The Trustee shall not be required to rely on any official action, admission or declaration by the District before recognizing that an Event of Default under (c) above has occurred. Furthermore, an Event of Default with respect to a particular Series of Bonds shall not be an Event of Default as to any other Series of Bonds, unless otherwise provided in a Supplemental Indenture.

Section 10.03 No Acceleration; Redemption. No Series of Bonds issued under this Master Indenture shall be subject to acceleration unless the Special Assessments securing such Bonds have been accelerated. Upon an Event of Default, no optional redemption or extraordinary mandatory redemption of the Bonds pursuant to Article VIII hereof shall occur unless either all of the Bonds of the Series where an Event of Default has occurred will be redeemed or if 100% of the Holders of such Series of Bonds agree to such redemption, provided that this Section 10.03 does not preclude a ratable default distribution pursuant to Section 10.11 hereof.

Section 10.04 Legal Proceedings by Trustee. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Owners of such Series and receipt of indemnity to its satisfaction shall, in its capacity as Trustee:

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

(b) bring suit upon the Series of Bonds;

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

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

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

Section 10.05 Discontinuance of Proceedings by Trustee. If any proceeding taken by the Trustee on account of any Event of Default is discontinued or is determined adversely to the Trustee, then the District, the Trustee, the Paying Agent and the Bondholders shall be restored to their former positions and rights hereunder as though no such proceeding had been taken.

Section 10.06 Bondholders May Direct Proceedings. The Majority Owners of the Outstanding Bonds of a Series then subject to remedial proceedings under this Article X shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, provided that such directions shall not be otherwise than in accordance with law and the provisions of the Indenture. The Trustee shall have no liability as a result of any actions taken upon any such direction of the Holders.

Section 10.07 Limitations on Actions by Bondholders. No Bondholder shall have any right to pursue any remedy hereunder unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Owners of the applicable Series shall have requested the Trustee, in writing, to exercise the powers hereinabove granted or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including attorneys' fees, costs and expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

Section 10.08 Trustee May Enforce Rights Without Possession of Bonds. All rights under the Indenture and a Series of Bonds may be enforced by the Trustee without the possession of any of the Bonds of such Series or the production thereof at the trial or other proceedings relative thereto, and any proceeding instituted by the Trustee shall be brought in its name for the ratable benefit of the Holders of the Bonds of such Series.

Section 10.09 Remedies Not Exclusive. Except as limited under Section 15.01 of this Master Indenture, no remedy contained in the Indenture with respect to a Series of Bonds is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 10.10 Delays and Omissions Not to Impair Rights. No delay or omission in respect of exercising any right or power accruing upon any Event of Default shall impair such right or power or be a waiver of such Event of Default, and every remedy given by this Article X may be exercised from time to time and as often as may be deemed expedient.

Section 10.11 Application of Moneys in Event of Default. Any moneys held by the Trustee or received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under this Article X with respect to a Series of Bonds shall be applied in the following order of priority:

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

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

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

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

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

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

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

Section 10.12 Trustee and Bondholders Entitled to all Remedies under Act. It is the purpose of this Article to provide, subject to the provisions hereof, such remedies to the Trustee and Bondholders as may be lawfully granted under the provisions of the Act and other applicable laws of the State; if any remedy herein granted shall be held unlawful, the Trustee and the Bondholders shall nevertheless be entitled to every other remedy provided by the Act and other applicable laws of the State.

Section 10.13 Trustee's Right to Receiver: Compliance with Act. During the continuance of an Event of Default, the Trustee shall be entitled as of right to the appointment of a receiver and the Trustee, the Bondholders and any receiver so appointed shall have such rights

and powers and be subject to such limitations and restrictions as are contained in the Act and other applicable law of the State. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 10.14 Credit Facility Issuer's Rights Upon Events of Default. Anything in the Indenture to the contrary notwithstanding, if any Event of Default, other than Events of Default described in Section 10.02(a) or (b) hereof, has occurred and is continuing while a Credit Facility securing all or a portion of such Bonds of a Series Outstanding is in effect, the Credit Facility Issuer shall have the right, in lieu of the Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility, by an instrument in writing, executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture, or exercising any trust or power conferred on the Trustee by the Indenture. Said direction shall be controlling to the extent the direction of Owners of the Series of Bonds (or portion thereof) secured by said Credit Facility would have been controlling under this Article. If the Credit Facility Issuer shall be in default in the performance of its obligations under the Credit Facility, said Credit Facility Issuer shall have no rights under this Section.

Section 10.15 Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of this Master Indenture or any other provision of this Master Indenture to the contrary, the following provisions shall apply with respect to the Special Assessments securing a Series of Bonds and such Series of Bonds. If any property shall be offered for sale for the nonpayment of any Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the applicable Series of Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as provided above for the Owners of the applicable Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners.

[END OF ARTICLE X]

ARTICLE XI

THE TRUSTEE; THE PAYING AGENT AND REGISTRAR

Section 11.01 Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article XI, to all of which the parties hereto and the Bondholders and any Credit Facility Issuer agree. The Trustee shall act as Trustee under this Master Indenture. Subject to the provisions of Section 11.03 hereof, the Trustee shall have only such duties as are expressly set forth herein, and no duties shall be implied on the part of the Trustee. In case any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Master Indenture, and use the same degree of care and skill in their exercise, as a reasonably prudent man would exercise or use under the circumstances in the conduct of his own affairs.

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

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

governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 11.04 Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, and shall, to the extent permitted by law and only to the extent of the limitations on liability provided under Section 768.28, Florida Statutes or other applicable law, indemnify and hold the Trustee harmless against any liabilities which it may incur in the proper exercise and performance of its powers and duties hereunder, except with respect to its own willful misconduct or negligence. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys held by it or coming into its hands but exclusive of the Rebate Fund and moneys from a drawing on any Credit Facility, which right of payment shall be prior to the right of the holders of the Bonds. The Trustee shall promptly provide a statement of any moneys the Trustee has deducted in amounts owing to it. This Section 11.04 shall survive the termination of this Master Indenture and any Supplemental Indenture and, as to any Trustee, its removal or resignation as Trustee. No provision of this Master Indenture shall require the Trustee to expend or risk its own funds.

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

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

Section 11.07 Obligation to Act on Defaults. The Trustee shall be under no obligation to take any action in respect of any default or otherwise, unless it is requested in writing to do so by the Holders of at least a majority of the aggregate principal amount of the Outstanding Bonds which are or would be, upon the taking of such action, subject to remedial proceedings under Article X of this Master Indenture if in its opinion such action may tend to involve expense or liability, and unless it is also furnished with indemnity satisfactory to it. The Trustee shall have no liability for actions taken at the direction of a majority in principal amount of the Outstanding Bonds subject to remedial action.

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

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

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

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

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

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

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

Section 11.14 Qualification of Successor. A successor Trustee shall be a bank or trust company with trust powers, having a combined net capital and surplus of at least \$75,000,000.

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

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

Section 11.17 Extension of Rights and Duties of Trustee to Paying Agent and Registrar. The provisions of Sections 11.02, 11.03, 11.04, 11.08, 11.09, 11.10, 11.16 and 11.24 hereof are hereby made applicable to the Paying Agent and the Registrar, as appropriate, and any Person

serving as Paying Agent and/or Registrar, hereby enters into and agrees to comply with the covenants and agreements of this Master Indenture and all Supplemental Indentures applicable to the Paying Agent and Registrar, respectively.

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

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

Section 11.20 Appointment of Successor Paying Agent or Registrar. In case at any time the Paying Agent or Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Registrar shall resign, then a successor shall be appointed by the District. After any such appointment, notice of such appointment shall be given by the District to the predecessor Paying Agent or Registrar, the successor Paying Agent or Registrar, the Trustee, the Credit Facility Issuer, if any, any rating agency that shall then have in effect a rating on any of the Bonds, and all Bondholders. Any new Paying Agent or Registrar so appointed shall immediately, and without further act, supersede the predecessor Paying Agent or Registrar.

Section 11.21 Qualifications of Successor Paying Agent or Registrar. Every successor Paying Agent or Registrar (a) shall be a commercial bank or trust company (i) duly organized under the laws of the United States or any state or territory thereof, (i) authorized by law to perform all the duties imposed upon it by this Master Indenture and all Supplemental Indentures and

(iii) capable of meeting its obligations hereunder, and (b) shall have a combined net capital and surplus of at least \$50,000,000.

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

Section 11.23 Acceptance of Duties by Successor Paying Agent or Registrar. Any successor Paying Agent or Registrar shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Registrar herein. Upon request of such Paying Agent or Registrar, except as provided in Section 11.24 hereof, such predecessor Paying Agent or Registrar and the District shall, after payment of its fees and expenses, execute and deliver an instrument transferring to such successor Paying Agent or Registrar all the estates, property, rights and powers hereunder (except for its rights under Section 11.04 hereof, as applicable, pursuant to Section 11.17 hereof) of such predecessor Paying Agent or Registrar and such predecessor Paying Agent or Registrar shall pay over and deliver to the successor Paying Agent or Registrar all moneys and other assets at the time held by it hereunder.

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

Section 11.25 Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur. The District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 11.26 Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[END OF ARTICLE XI]

ARTICLE XII
ACTS OF BONDHOLDERS; EVIDENCE OF OWNERSHIP OF BONDS

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

[END OF ARTICLE XII]

ARTICLE XIII

AMENDMENTS AND SUPPLEMENTS

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

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

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

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

(d) to make such changes as may be deemed necessary or desirable as determined by the District in order to provide for the issuance of a Series of Bonds to refund a portion of a Series of Bonds or for the completion of a Project financed with such Series of Bonds, on a parity with the Outstanding Bonds of such Series;

(e) to make any change in connection with the issuance of a new Series of Bonds if such change affects only such Series of Bonds; and

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

Section 13.02 Amendments With Bondholders' Consent. Subject to the provisions of Section 13.01 hereof, this Master Indenture and any Supplemental Indenture may be amended from time to time by a Supplemental Indenture approved by the Majority Owners of the Bonds then Outstanding and affected thereby in the case of the Master Indenture, and of the Series of Bonds then Outstanding and secured by such Supplemental Indenture in the case of an amendment of a Supplemental Indenture including, but not limited to, any material amendment to the Special Assessments and related proceedings which secure a Series of Bonds; provided that with respect to (a) the interest payable upon any Bonds, (b) the dates of maturity or redemption provisions of

any Bonds, (c) this Article XIII and (d) except as otherwise provided in this section, the security provisions hereunder or under any Supplemental Indenture, which may only be amended by approval of the Owners of all Bonds then Outstanding to be so amended.

Section 13.03 Trustee Authorized to Join in Amendments and Supplements; Reliance on Counsel. The Trustee is authorized to join in the execution and delivery of any supplemental indenture or amendment permitted by this Article XIII and in so doing is entitled to require and to rely on a written opinion of Counsel, at the expense of the District, that such supplemental indenture or amendment is so permitted and has been duly authorized by the District and that all things necessary to make it a valid and binding agreement have been done; and if Bonds are tax exempt, that such amendment doesn't cause interest to become taxable.

[END OF ARTICLE XIII]

ARTICLE XIV DEFEASANCE

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

Section 14.02 Deposit of Funds for Payment of Bonds. If the District deposits with the Escrow Agent moneys sufficient, or Defeasance Securities, the principal of and interest on which, when due, together with any moneys remaining uninvested, will provide sufficient moneys to pay the principal or Redemption Price of any Bonds of a Series becoming due, either at maturity or by redemption or otherwise, together with all interest accruing thereon to the date of maturity or such prior redemption, and reimburses or causes to be reimbursed or pays or causes to be paid the other amounts required to be reimbursed or paid under Section 14.01 hereof, interest on such Bonds of a Series shall cease to accrue on such date of maturity or prior redemption and all liability of the District with respect to such Bonds of a Series shall likewise cease, except as hereinafter provided; provided, however, that (a) if any Bonds are to be redeemed prior to the maturity thereof, notice of the redemption thereof shall have been duly given in accordance with the provisions of Section 8.02 hereof, or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice, and (b) in the event that any Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days following a deposit of moneys with the Escrow Agent, in accordance with this Section, the District shall have given the Escrow Agent, in form satisfactory to the Escrow Agent, irrevocable instructions to mail to the Owners of such Bonds at their addresses as they appear on the Bond Register, a notice stating that a deposit in accordance with this Section has been made with the Escrow Agent and that the Bonds to which such notice relates are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price (as the case may be) of, and interest on, said Bonds of a Series. Thereafter such Bonds shall be deemed not to be Outstanding hereunder and the Owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Escrow Agent shall hold such funds in trust for such Owners. At the time of the deposit referred to above, there shall be delivered to the Escrow Agent a verification from a firm of independent certified public accountants or other qualified independent consultant stating

that the principal of and interest on the Defeasance Securities, together with the stated amount of any cash remaining on deposit with the Escrow Agent, will be sufficient without reinvestment to pay the remaining principal of, redemption premium, if any, and interest on such defeased Bonds and an opinion of Bond Counsel that (i) such defeasance will not adversely affect the tax-exemption of the interest on any Outstanding Bonds and (ii) such Bonds are no longer Outstanding.

Money so deposited with the Escrow Agent which remains unclaimed three (3) years after the date payment thereof becomes due shall, upon request of the District, if the District is not at the time to the knowledge of the Escrow Agent in default with respect to any covenant in the Indenture or the Bonds of the Series contained, be paid to the District; and the Owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the District; provided, however, that the Escrow Agent, before making payment to the District, shall, if so directed by the District, at the expense of the District, cause a notice to be published in an Authorized Newspaper, stating that the money remaining unclaimed will be returned to the District after a specified date.

[END OF ARTICLE XIV]

ARTICLE XV MISCELLANEOUS PROVISIONS

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

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

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

Section 15.03 No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Bonds and the Credit Facility Issuers, if any.

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

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

Section 15.06 Notices. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture or any Supplemental Indenture to be given to or filed with the District or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture or any Supplemental Indenture if and when personally delivered and receipted for, or if mailed by first class mail, addressed as follows:

(a) As to the District -

East Ridge Community Development District
c/o District Manager
Governmental Management Services, LLC
475 West Town Place, Suite 114
Saint Augustine, Florida 32092
(904)-940-5850

(b) As to the Trustee –

U.S. Bank Trust Company, National Association
500 W. Cypress Creek Rd., Ste. # 460
Ft. Lauderdale, FL 33309225

Any of the foregoing may, by notice sent to each of the others, designate a different or additional address to which notices under this Master Indenture or any Supplemental Indenture are to be sent.

All documents received by the Trustee under the provisions of this Master Indenture or any Supplemental Indenture and not required to be redelivered shall be retained in its possession, subject at all reasonable times to the inspection of the District, any Consultant, any Bondholder and the agents and representatives thereof as evidence in writing. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by the District by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the District shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.07 Controlling Law. This Master Indenture and all Supplemental Indentures shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principles.

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

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

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

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

[Remainder of page intentionally left blank]

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

**EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

ATTEST:

By: _____
Chair, Board of Supervisors

By _____
Secretary, Board of Supervisors

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

By: _____
Title: Vice President

EXHIBIT A

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

(Acquisition and Construction Fund Requisition)

The undersigned, a Responsible Officer of the East Ridge Community Development District (the “District”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), dated as of _____ 1, 2024, as supplemented by that certain _____ Supplemental Trust Indenture dated as of _____ (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number;
- (B) Name of Payee;
- (C) Amount Payable;
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the Cost of the _____ Project;
- 4. each disbursement represents a Cost of the _____ Project which has not previously been paid; and
- 5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the _____ Project; and (B) is consistent with (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the corresponding portion of the Series Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified; and (C) the purchase price to be paid by the District for the Series Project improvements and/or work product to be acquired and progress payment for the Series Project improvements constructed paid with this disbursement is no more than the lesser of (i) fair market value of such improvements and/or work product, and (ii) the actual cost to construct and/or create such improvements and/or work product.

Consulting Engineer

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-42

A RESOLUTION OF THE BOARD OF SUPERVISORS OF EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, East Ridge Community Development District (the “District”) was established by Ordinance No. 23-O-26, adopted by the City Commission of the City of Tallahassee, Florida, effective as of August 23, 2023; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of East Ridge Community Development District (the “Board”) the proposed budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“Fiscal Year 2023/2024” and the budget for Fiscal Year 2023/2024, the “Proposed Budget”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearings thereon.

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

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING PUBLIC HEARINGS. A public hearing on the approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	
HOUR:	
LOCATION:	<u>517 E. College Avenue</u> <u>Tallahassee, Florida 32301</u>

SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Tallahassee and Leon County, Florida at least (sixty) 60 days prior to the hearing set above.

SECTION 4. POSTING OF PROPOSED BUDGETS. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

SECTION 5. PUBLICATION OF NOTICE. Notice of the public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 25th day of March 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A: Fiscal Year 2023/2024 Proposed Budget



East Ridge Community Development District

**Proposed Budget
FY 2024**



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1 General Fund

2-4 General Fund Narrative

East Ridge

Community Development District

Fiscal Year 2024
General Fund

Proposed
Budget
FY2024

Revenues

Developer Contributions \$132,768

Total Revenues **\$132,768**

Expenditures

Administrative

Supervisor Fees	\$12,000
FICA Expense	\$918
Engineering	\$25,000
Attorney	\$25,000
Dissemination	\$0
Arbitrage	\$0
Annual Audit	\$0
Trustee Fees	\$0
Assessment Administration	\$0
Management Fees	\$45,000
Information Technology	\$1,800
Website Creation	\$1,750
Website Maintenance	\$1,200
Telephone	\$300
Postage	\$1,000
Printing & Binding	\$1,000
Insurance	\$6,000
Legal Advertising	\$10,000
Other Current Charges	\$1,000
Office Supplies	\$625
Dues, Licenses & Subscriptions	\$175

Total Expenditures **\$132,768**

Excess Revenues/(Expenditures) **\$0**

East Ridge
Community Development District
GENERAL FUND BUDGET

Revenues:

Developer Contributions

The District will enter into a funding agreement with the developer to fund the general fund expenditures for this fiscal year.

Expenditures:

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. Amount is based on 5 supervisors attending 12 meetings during the fiscal year.

FICA Expense

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

Engineering

The District's engineer, Moore, Bass Consulting, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kilinski/Van Wyk, PLLC will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

East Ridge
Community Development District
GENERAL FUND BUDGET

Management Fees

The District has contracted with Governmental Management Services LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

The District has contracted with Governmental Management Services LLC for costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Creation

Represents cost to create the initial District website and ensure District meets ADA compliance guidelines.

Website Maintenance

The District has contracted with Governmental Management Services LLC for costs 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.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

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

East Ridge
Community Development District
GENERAL FUND BUDGET

Insurance

The District's general liability and public officials liability insurance coverage will be provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

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

Miscellaneous office supplies.

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.

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2024-43

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, East Ridge Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Tallahassee, Florida; and

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

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

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

SECTION 1. A Public Hearing will be held to adopt the District’s Rules of Procedure on _____, 2024 at __:__.m., at 517 East College Avenue, Tallahassee, Florida 32301.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 25th day of March 2024.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

6A

**RULES OF PROCEDURE
EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____

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Rule 1.0 General.

- (1) The East Ridge 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) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

- (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

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

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

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

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

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the

District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 877-276-0889. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential, and any confidential and exempt information, shall be submitted to staff for inclusion in the agenda at least eight days before the meeting/hearing, and available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Any member of the Board may request a meeting agenda item and such agenda item will be on the next succeeding agenda so long as supporting material, if applicable, is provided at least eight days before the meeting/hearing/workshop. However, the District Manager, in consultation with the Chairperson or Vice Chairperson, if the Chairperson is unavailable, may reduce the number of agenda items if necessary to ensure orderly and efficient meetings. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section

190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the

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

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
 - (a) The text of the proposed rule, or any amendment or repeal of any existing rules;

- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;

- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

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

- (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner’s written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

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

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

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance

shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery

service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request

for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified providers of

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

- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation

is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the

District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

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

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

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
 - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

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

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and

- (e) Make or receive offers of settlement, stipulation, and adjustment.

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

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2024, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

6B

Notice of Rule Development (Rules of Procedure)

**NOTICE OF RULE DEVELOPMENT BY THE
EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, *Florida Statutes*, the East Ridge Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2023). The specific laws implemented in the Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes* (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (877) 276-0889.

Wrathell, Hunt and Associates, LLC, District Manager
East Ridge Community Development District

Run Date: _____, 2024

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

Notice of Rulemaking (Rules of Procedure)

**NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE
EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the East Ridge Community Development District (the "District") on _____, 2024 at ____:____.m., at _517 E. College Avenue, Tallahassee, Florida 32301.

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in a newspaper of general circulation on _____, 2024.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2023). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877)276-0889.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Wrathell, Hunt and Associates, LLC, District Manager
East Ridge Community Development District

Run Date: _____, 2024

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

7A

PROOF OF PUBLICATION

Sarah Sweeting
East Ridge Cdd
475 W Town PL # 114
St Augustine FL 32092-3649

STATE OF WISCONSIN, COUNTY OF BROWN

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

11/08/2023

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/08/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$227.76

Order No: 9489952

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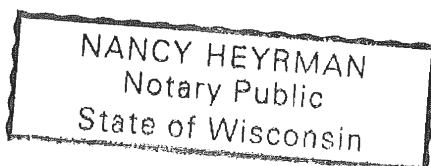
of Copies:

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



REQUEST FOR
QUALIFICATIONS ("RFQ") FOR
ENGINEERING SERVICES FOR
EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT

East Ridge Community Development District (the "District"), located in Tallahassee, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District's capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants must submit one electronic copy and one hard copy of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on Wednesday, November 29, 2023 and to the attention of Governmental Management Services, L.L.C., located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092; Ph: (904) 940-5850 ("District Manager's Office").

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to James Oliver at ialiver@gmsnf.com with e-mail copy to Jennifer Kilinski at jennifer@cddlattorneys.com

James Oliver
District Manager

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

7B

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT DISTRICT ENGINEER QUALIFICATION STATEMENT



moorebass.com
805 N Gadsden St.
Tallahassee, FL 32303
O: (850) 222-5678
F: (850) 681-2349

Wednesday, November 29, 2023

Letter of Interest

RE: REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEER FOR EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

East Ridge CDD Board of Supervisors:

Moore Bass Consulting, Inc. is excited to submit this information package in response to the RFQ for engineering services for the East Ridge Community Development District. As requested, this response includes Standard Form No. 330 and a Qualification Statement which provides a complete, clear, and concise outline of our ability to satisfy all requirements of the request.

Moore Bass was founded in 1991 with our main office located in Tallahassee and two additional offices near Atlanta, Georgia. Together, our offices have provided comprehensive surveying, mapping, planning, and civil engineering consulting services for more than 30 years.

Having provided our services to many large-scale, mixed-use development projects such as this, and having served as the District Engineer for



multiple Community Development Districts, we understand the important role a District Engineer provides for a CDD. We have the experience, expertise, and capacity to provide best-in-class service to the East Ridge CDD.

Our unique experience and project understanding that will contribute to the success of the CDD includes:

- Representation of the Welaunee Heel project from the initial due diligence phase (including infrastructure planning, cost estimating, etc.), through entitlements (PUD, Stormwater Facilities Master Plan, Development Agreement, and Traffic Concurrency), and into the upcoming implementation and full design / permit phase.
- Familiarity with the property and surrounding area through our representation of the landowner across prior planning, due diligence, entitlements, municipal agreements, and civil design/permitting over the last 25 years
- Offering a full suite of services from planning, civil design and permitting, landscape architecture, amenity and hardscape design, trail system design, surveying, cost estimating, construction phase services, and many other related sub-services

Our team is experienced in providing CDD District Engineer services having served, and currently serving, as the District Engineer for multiple other CDDs.

We are a multi-disciplinary firm providing the following comprehensive services:

- **Land Surveying** – Professional Land Surveyors 4) and ten survey crews
- **Civil Engineering** – Professional Engineers (12), Engineer Interns (6)



- **Landscape Architecture** – Registered Landscape Architect (2)
- **Construction Support Services & Construction Management** – Certified Building Contractor (1)

Our track record of successful performance as a CDD District Engineer derives from our broad experience covering all phases of development from planning through construction implementation. Being focused in the southeast region and specifically North Florida, we have a finger on the pulse for all aspects of local project delivery from concise, effective engineering design to familiarity with localized construction practices, contractors, regulations, and processes. This helps us meet time and budget requirements.

We live and work in North Florida and we are actively invested in the success of this project. We appreciate the role the CDD plays for the community at large and the specific residents

and users within the CDD itself. Participating as a partner while serving as the District Engineer will be among the most rewarding aspects of our local project involvement.

On behalf of Moore Bass Consulting, Inc., we commit to ensure all of Moore Bass's resources and expertise are available for any task assigned or required by the CDD. We thank you for this opportunity to submit this Qualification Statement and look forward to serving with each of you in our role as District Engineer. If you have any questions for me or our team, please contact us anytime.



Richard Darabi, P.E.
Shareholder, Project Manager

moorebass.com
805 N Gadsden St.
Tallahassee, FL 32303

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Standard Form 330

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Tab 2

Qualification Statement

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01 STANDARD FORM 330



Moore Bass
CONSULTING
TALLAHASSEE, FLORIDA 32308
www.moorebass.com

PROJECT NAME
ANIMOCREST APARTMENTS

CLIENT NAME
CARLISLE GROUP
2707 NW 27th AVE
MIAMI, FL 33183

PROJECT NAME
BENTWAY 60 ACRES TRACT

CLIENT NAME
FALCON GROUP, LLC
3400 NW 10th St #1
TALLAHASSEE, FLORIDA 32308

PROJECT NAME
HYUNDAI AT CAPITAL CIRCLE

CLIENT NAME
MOORE CONSULTING

PROJECT NAME
DUNKIN DONUTS
TENNESSEE & MAGNOLIA

CLIENT NAME
REHAB CENTER
DRAINAGE IMPROVEMENTS

PROJECT NAME
TALLAHASSEE MEMORIAL HOSPITAL
TALLAHASSEE MCCOSKIE ROAD
TALLAHASSEE, FLORIDA 32308

CLIENT NAME
CAPITAL ASPHALT, INC.
1329 CAPITAL CIRCLE NORTH EAST
TALLAHASSEE, FL 32308

PROJECT NAME
CAPITAL ASPHALT DRIVEWAY
CONNECTION PLAN

CLIENT NAME
RESIDENTIAL SUBDIVISION

CLIENT NAME
KEN MCDEMOTT

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Moore Bass Consulting, Inc.

2. PUBLIC NOTICE DATE

November 29, 2023

3. SOLICITATION OR PROJECT NUMBER

East Ridge Community Development District

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Richard Darabi, P.E.

5. NAME OF FIRM

Moore Bass Consulting, Inc.

6. TELEPHONE NUMBER

(850) 222-5678

7. FAX NUMBER

(850) 681-2349

8. E-MAIL ADDRESS

rdarabi@moorebass.com

C. PROPOSED TEAM

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

	(Check)		9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON	TRACTOR
a.	☐				
b.					
c.					
d.					
e.					
f.					

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Richard Darabi, P.E.	13. ROLE IN THIS CONTRACT Professional Engineer	14. YEARS EXPERIENCE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. TOTAL 20</td> <td style="width: 50%;">b. WITH CURRENT FIRM 9</td> </tr> </table>		a. TOTAL 20	b. WITH CURRENT FIRM 9
a. TOTAL 20	b. WITH CURRENT FIRM 9				
15. FIRM NAME AND LOCATION (City and State) Moore Bass Consulting, Inc. Tallahassee, Florida					
16. EDUCATION (Degree and Specialization) University of Florida BS Civil Engineering, 2003		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida Professional Engineer #68298 Georgia Professional Engineer #045511 Alabama Professional Engineer #PE50219			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Urban Land Institute, Leadership Tallahassee Class 35, Greater Tallahassee Chamber of Commerce, National Society of Professional Engineers, Florida Engineering Society					

19. RELEVANT PROJECTS					
	(1) TITLE AND LOCATION (City and State) Welaunee Heel Tallahassee, Florida	(2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2021</td> <td style="width: 50%;">CONSTRUCTION (If applicable) n/a</td> </tr> </table>		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) n/a
PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) n/a				
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Moore Bass serves as the lead design consultant and engineer of record for all civil-related entitlements for the nearly 900-acre Welaunee Heel project. The project is entitled for 2,107 residential units and over 1.1M sf of non-residential uses.				
b.	(1) TITLE AND LOCATION (City and State) Northeast Gateway Tallahassee, Florida (2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2022</td> <td style="width: 50%;">CONSTRUCTION (If applicable) ongoing</td> </tr> </table> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Moore Bass is currently surveying, designing, and permitting the Northeast Gateway project, a new roadway, Welaunee Boulevard, which runs north from Fleischman Road to Roberts Road, and will develop a two-lane extension of Shamrock Street from Centerville Road to Welaunee Boulevard.			PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) ongoing
PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) ongoing				
c.	(1) TITLE AND LOCATION (City and State) Maclay School Master Plan Tallahassee, Florida (2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2022</td> <td style="width: 50%;">CONSTRUCTION (If applicable) ongoing</td> </tr> </table> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Moore Bass serves as the engineer-of-record for the school and its master planning. Engineering work performed includes planning, site analysis, stormwater conveyance design, civil site design, local and state civil site permitting, engineering services during construction and post-construction ph			PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) ongoing
PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) ongoing				
d.	(1) TITLE AND LOCATION (City and State) North Florida Mega Industrial Park Lake City Florida (2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES ongoing</td> <td style="width: 50%;">CONSTRUCTION (If applicable) ongoing</td> </tr> </table> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Project manager for the 2,600-acre industrial park including 1,200-acres of industrial / commercial parcels and 95-acres of residential.			PROFESSIONAL SERVICES ongoing	CONSTRUCTION (If applicable) ongoing
PROFESSIONAL SERVICES ongoing	CONSTRUCTION (If applicable) ongoing				
e.	(1) TITLE AND LOCATION (City and State) Heart of Georgia Megasite Dublin Georgia (2) YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES 2021</td> <td style="width: 50%;">CONSTRUCTION (If applicable) 2021</td> </tr> </table> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Assisted in the conceptual design for the 2,000-acre industrial park including lot layout, roadway improvements, on-site sewer/water, and stormwater management systems. Performed feasibility studies for build-out timing, cost estimating, required off-site infrastructure upgrades, and various site			PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021
PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021				

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Roger V. Wynn, P.E.	Professional Engineer, Shareholder	31	20

15. FIRM NAME AND LOCATION *(City and State)*16. EDUCATION *(Degree and Specialization)*

Florida State University; Tallahassee, Florida
BS Civil Engineering, 1991

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Florida Professional Engineer # 49400

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

National Society of Professional Engineers, Florida State University

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Baum Road Tallahassee, FL		2022	2022
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Drainage improvements and wetland mitigation project to reduce the flooding of Baum Road and associated stream erosion. Scope included a feasibility study, design and permitting through construction administration.		
Tram Road Turn Lanes - Leon County Tallahassee, FL			
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm The project scope included construction of a multi-use trail along the south side of Tram Road from Gaile Avenue to Crossing Rocks Road. The proposed trail lies within County-maintained right-of-way.		
Varsity Drive Sewer Main - City of Tallahassee Tallahassee, FL		2021	2022
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Capital improvement sanitary sewer infrastructure project for the City of Tallahassee. Removal of an existing 18-inch gravity sanitary sewer trunk line and replacing it with 1,420 linear feet of 30-inch diameter PVC gravity sewer trunk line in Varsity Drive from Pensacola Street to Lake Bradford Road.		
M.T. Mustian Tower- Tallahassee Memorial Healthcare Tallahassee, FL		2019	2020
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Surveying and design of the new \$250M Surgery and ICU tower at the corner of Medical Drive and Miccosukee Road for Tallahassee Memorial Healthcare. The six-story building replaced older operating suites and intensive care units		
Medical Drive Widening - Tallahassee Memorial Healthcare Tallahassee, FL		2016	2016
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm The Medical Drive Widening and Electric Substation was a project to construct two large Reciprocating Internal Combustion Engines (RICE) each capable of generating 9.3 megawatts of electricity.		

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Lindsey Hartsfield, P.E.	Professional Engineer	a. TOTAL 16	b. WITH CURRENT FIRM 16
15. FIRM NAME AND LOCATION <i>(City and State)</i> Moore Bass Consulting, Inc. Tallahassee, FL			
16. EDUCATION <i>(Degree and Specialization)</i> University of Florida; Gainesville, Florida BS Civil Engineering, 2007		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer # 75432	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> National Society of Professional Engineers, Florida State University			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Northeast Gateway Tallahassee, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> ongoing
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Moore Bass is currently surveying, designing, and permitting the Northeast Gateway project, a new roadway, Welaunee Boulevard, which runs north from Fleischman Road to Roberts Road, and will develop a two-lane extension of Shamrock Street from Centerville Road to Welaunee Boulevard.		
(1) TITLE AND LOCATION <i>(City and State)</i> Fallschase Residential Tallahassee, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> ongoing
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Completed work for Phases I, IA, II, III, and VI of Fallschase Residential which included design of the roadway network, a stormdrain collection system, a master planned water distribution and sanitary sewer collection system, and two (2) wet-detention stormwater management facilities, landscaped with native wetlands.		
(1) TITLE AND LOCATION <i>(City and State)</i> Varsity Drive Sewer Main - City of Tallahassee Tallahassee, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2022
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Capital improvement sanitary sewer infrastructure project for the City of Tallahassee. Removal of an existing 18-inch gravity sanitary sewer trunk line and replacing it with 1,420 linear feet of 30-inch diameter PVC gravity sewer trunk line in Varsity Drive from Pensacola Street to Lake Bradford Road.		
(1) TITLE AND LOCATION <i>(City and State)</i> M.T. Mustian Tower- Tallahassee Memorial Healthcare Tallahassee, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> 2020
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Surveying and design of the new \$250M Surgery and ICU tower at the corner of Medical Drive and Miccosukee Road for Tallahassee Memorial Healthcare. The six-story building replaced older operating suites and intensive care units		
(1) TITLE AND LOCATION <i>(City and State)</i> Medical Drive Widening - Tallahassee Memorial Healthcare Tallahassee, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2016
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm The Medical Drive Widening and Electric Substation was a project to construct two large Reciprocating Internal Combustion Engines (RICE) each capable of generating 9.3 megawatts of electricity.		

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

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Travis Dorn, P.E.	Professional Engineer	a. TOTAL 8	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION <i>(City and State)</i> Moore Bass Consulting, Inc. Tallahassee, FL			
16. EDUCATION <i>(Degree and Specialization)</i> Florida State University; Tallahassee, Florida BS Civil Engineering, 2015		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional # 94272 Stormwater Management Inspector # 52244	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> National Society of Professional Engineers, Florida State University			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Northeast Gateway Tallahassee, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> ongoing
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Moore Bass is currently surveying, designing, and permitting the Northeast Gateway project, a new roadway, Welaunee Boulevard, which runs north from Fleischman Road to Roberts Road, and will develop a two-lane extension of Shamrock Street from Centerville Road to Welaunee Boulevard.		
(1) TITLE AND LOCATION <i>(City and State)</i> North Florida Mega Industrial Park Lake City Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Current
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Civil design for the 2,600-acre industrial park including 1,200-acres of industrial / commercial parcels and 95-acres of residential.		
(1) TITLE AND LOCATION <i>(City and State)</i> Heart of Georgia Megasite Dublin Georgia	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2021
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Conceptual design for 2,000 acre industrial site including lot layout, roadway improvements, on-site sewer/water and stormwater management systems.		
(1) TITLE AND LOCATION <i>(City and State)</i> Maclay School Tallahassee, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> ongoing
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Civil design for the school and its master planning. Engineering work performed includes planning, site analysis, stormwater conveyance design, civil site design, local and state civil site permitting, engineering services during construction and post-construction phasing.		
(1) TITLE AND LOCATION <i>(City and State)</i> Killearn Country Club Course and Clubhouse Tallahassee, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> ongoing
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Site and civil design for complete redesign and development of 36-hole golf course, pool, and clubhouse of Killearn Country Club.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> Welaunee Heel Tallahassee, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES ongoing	CONSTRUCTION <i>(If applicable)</i> ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER GreenPointe	b. POINT OF CONTACT NAME Brad Odom	c. POINT OF CONTACT TELEPHONE NUMBER 904-966-2485
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Moore Bass serves as the lead design consultant and engineer of record for all civil-related entitlements for the nearly 900-acre Welaunee Heel project. The project is entitled for 2,107 residential units and over 1.1M sf of non-residential uses. Without established zoning and an extremely challenging comprehensive plan, Moore Bass worked with the developer, GreenPointe, to quickly master plan the project, provide lot yield information, quantify infrastructure required, and coordinate other required sub-consultants. From the initial plan, Moore Bass led the project through establishing zoning in the city's Planned Unit Development process, which was reviewed and approved by the city within three months of application submittal. Concurrently, Moore Bass prepared and submitted the project's Stormwater Facilities Master Plan which modeled and analyzed the entire project's stormwater infrastructure. The project includes 17 stormwater management facilities. The SFMP storm report totaled nearly 8k pages and was reviewed and approved by the city within three months of application submittal. Moore Bass has assisted with many other aspects of the project including planning and negotiating roadway typical sections with city staff, supporting the attorney team through the Development Agreement process, coordinating with the traffic consultant for traffic concurrency approval, preparing opinions of probable cost for site infrastructure, and performing all engineering related work to-date for the establishment of the East Ridge CDD.

Past Projects Include:

Welaunee Heel PUD (GreenPointe)
Welaunee Heel SFMP (GreenPointe)
Welaunee Heel Master Plan (GreenPointe)
Welaunee Heel Development Agreement (GreenPointe)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Moore Bass Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Tallahassee, FL	(3) ROLE civil engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> Fallschase CDD Tallahassee, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2006-present	CONSTRUCTION <i>(If applicable)</i> ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Fallschase Community Development District	b. POINT OF CONTACT NAME Craig Wrathell	c. POINT OF CONTACT TELEPHONE NUMBER 877-276-0889
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Moore Bass serves as District Engineer for Fallschase CDD, a 691-acre residential development adjacent to Lake Lafayette. Moore Bass Consulting is the engineer of record for Phases I, IA, II, III, and VI. This includes 241 singlefamily residential units and 288 multi-family residential units. The project included design of the roadway network, a stormdrain collection system, a master planned water distribution and sanitary sewer collection system, and two (2) wet-detention stormwater management facilities, landscaped with native wetland plant species. Both wet-detention facilities are also designed as passive recreation facilities with multi-use paths encircling the ponds. The landscaping is designed to attract and provide habitat for wildlife. The multi-use paths will ultimately connect to a larger trail system to be designed and constructed by Blueprint IA that will circumnavigate Lake Lafayette and connect to the Alford Greenway. The main entrance road, Fallschase Parkway, was designed as a boulevard with a large median, intended to preserve large, existing live oaks.

Past Projects Include:

Fallschase CDD Engineers Report (Blueprint Intergovernmental Agency)
 Fallschase Residential Phase I (Blueprint Intergovernmental Agency)
 Fallschase Residential Phase IA (Blueprint Intergovernmental Agency)
 Fallschase Residential Phase II (Blueprint Intergovernmental Agency)
 Fallschase Residential Phase III (Blueprint Intergovernmental Agency)
 Fallschase Residential Phase VI (Blueprint Intergovernmental Agency)
 Fallschase Residential COT Letter of Agreement (Blueprint Intergovernmental Agency)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Moore Bass Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Tallahassee, FL	(3) ROLE civil engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> Magnolia Creek CDD Freeport, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2006-present	CONSTRUCTION <i>(If applicable)</i> n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Magnolia Creek Community Development D	b. POINT OF CONTACT NAME Chip Jones	c. POINT OF CONTACT TELEPHONE NUMBER 813-933-5571
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Moore Bass serves as District Engineer for Magnolia Creek CDD, the Owls Head Subdivision project by Freeport Land Partners. After initially designing the entire project and serving as the CDD District Engineer prior to the project pausing (partially constructed) in 2008, Moore Bass conducted a comprehensive inventory and assessment of the existing roadway, drainage, water, and sewer infrastructure before the project was restarted in 2018. Through meticulous analysis, any areas requiring repairs or replacement were identified, and innovative design solutions were developed to address these issues effectively. Furthermore, Moore Bass conducted a thorough post-construction as-built survey to ensure that the completed work complied with the initial design plans, providing a necessary level of quality assurance and certification. In Phase 4C, Moore Bass played a critical role in the preparation of updated preliminary plat and construction plans. This involved refinement of the subdivision's layout, taking into account any changes or modifications that had occurred since the initial planning stages. Moore Bass's expertise in land development was instrumental in producing accurate and reliable construction plans. Additionally, a post-construction as-built survey was performed to validate and certify the final results, ensuring compliance with the approved design and specifications.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Moore Bass Consulting, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Tallahassee, FL	(3) ROLE civil engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

1. SOLICITATION NUMBER (if any)

02 Qualification Statement

QUALIFICATION STATEMENT

30+ Years of Service

Moore Bass Consulting, founded in 1991, is a professional, multi-disciplinary firm providing civil engineering design, land use planning, landscape architecture, land surveying, construction administration, and land development consulting services to public and private clients throughout the southeast United States. Moore Bass has established a reputation for well-designed and successfully implemented land development projects by partnering and communicating with clients throughout all the steps of the design and construction process. We work alongside our clients starting with project feasibility assessments and through the due diligence, design, permitting, construction, and final acceptance processes. We deliver high value engineering services to our clients while providing our 30+ years of experience in the local and state regulatory systems.

Embedded in North Florida

The foundation of our service delivery is a staff of 85+ colleagues, capable of producing and executing a complex engineering product on time and within the budget. During our three decades of providing engineering services, our team has forged strong relationships with public and private community leaders, regulators, and landowners who have come to value the expertise, professional judgment, and innovation that is associated with Moore Bass. With projects led by principals who are actively engaged in project management and development, we specialize in securing land use and construction approvals while working within the federal, state, and local regulatory processes.

Our professionals and staff maintain active community involvement supporting community objectives while reinforcing significant and meaningful relationships. Shareholders, project managers, and employees are involved in organizations such as Urban Land Institute, local chambers of commerce, Associated Builders and Contractors, and other organizations that actively support our clients and their projects.



The foundation of our service delivery is a staff of **89 colleagues**, capable of producing and executing a complex engineering product on time and within the design and construction budget.

Our Approach as District Engineer

We understand the high-profile nature of CDD work. We understand the CDD has a fiduciary responsibility to members of the CDD. We understand the relationships between and among the CDD including the CDD members, the Board of Supervisors, attorneys, consultants, and the District Engineer.

Moore Bass's process of managing CDD-related work emphasizes operating with transparency and in accordance with sunshine laws. Our team is experienced in serving as the District Engineer for CDDs and managing engineering efforts for various public entities so we bring our best practices to each related opportunity. As a result, Moore Bass possesses all elements necessary to ensure the success of the project and the CDD.



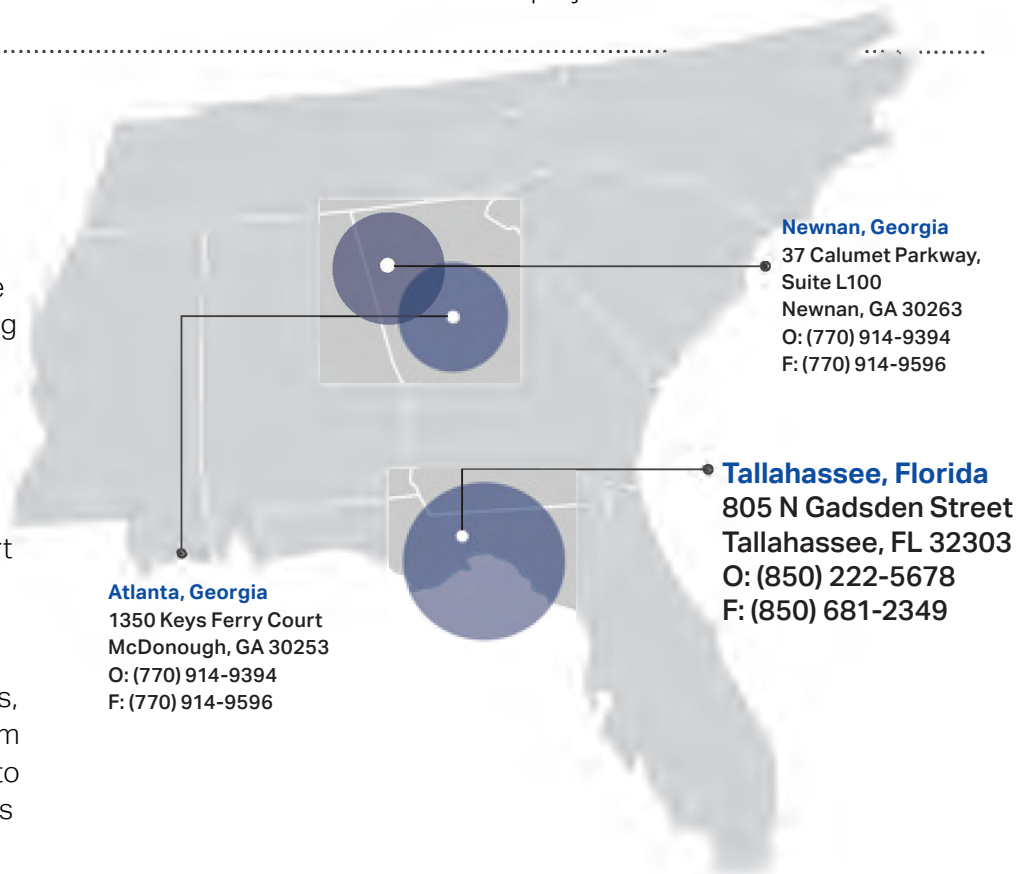
Moore Bass takes an individualized project approach and develops customized, comprehensive plans and strategies with each of our clients to provide fully coordinated consulting services for each work effort. This strategic approach, coupled with our experience, resources, and emphasis on relationships, has proven to yield a consistent record of positive outcomes for our clients and their projects.

Office Locations

Moore Bass serves clients throughout the southeast US by operating out of three offices including our central / main office in Tallahassee and two supporting offices south of Atlanta.

The Tallahassee office will be the primary office responsible for serving as the District Engineer and providing responsive support to the CDD.

As needed, our entire team of engineers, technicians, surveyors, and administrative personnel from all three offices can be available to provide support and resources as needed.



Additional Services



Land Surveying

Moore Bass Consulting offers Land Surveying as an integrated part of our comprehensive consulting services or as a stand-alone service. Our survey teams use advanced and modern technology to bring the client the highest quality results with quick response times.



Land Planning

With comprehensive experience in construction engineering and cost-feasible solutions, we begin the planning process with the end in mind. We offer sound planning recommendations to enhance the maximum potential of each project.



Construction Administration

Our Construction Services team continues to provide site support through plan conflict resolution, contractor and field surveyor coordination, and as-needed plan revisions after the project has been permitted.



Landscape Architecture

At Moore Bass, our commitment to delivering comprehensive services extends past civil design, as we incorporate landscape architecture, hardscape, amenity design, and trail design into our offerings for every project. Recognizing the role that the outdoor environment plays in the overall aesthetic and functionality of a space, our team integrates landscape architecture services into the broader project framework.

Ability and Adequacy of Professional Personnel

Recent, Current, and Projected Workloads

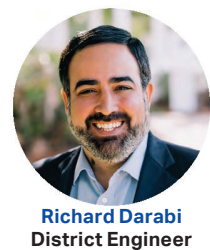
Moore Bass has a successful history of managing project workload with client and project needs. Moore Bass’s project managers regularly meet with shareholders and the Chief Operating Officer to review current and upcoming projects, tasks, and deliverables. Through this process, adjustments are made to accelerate timelines, avoid delays, and predict any schedule challenges. From these meetings, each project manager reviews their assigned projects,

tasks, and deliverables. These meetings provide the mechanism to balance our current and projected workloads while fostering a culture of transparency and

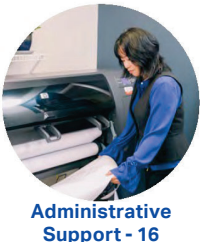
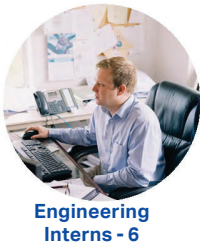
Moore Bass Consulting will serve as District Engineer with a team that brings all the experience, knowledge, and resources needed to complete each work effort’s objectives and goals.

Here is a sampling of the personnel resources available in our Tallahassee office and the support staff available through our three offices. The following pages describe the capability and experience of our key personnel including education, project experience, certifications, training, affiliations and memberships with professional organizations, etc. Moore Bass is willing to devote all necessary resources required to support the CDD as the District Engineer.

Project Management



Support Staff





A. Richard Darabi, P.E.

Professional Engineer, Shareholder
Tallahassee, Florida

Mr. Darabi brings a unique range of experience covering both engineering design and construction management related to mixed-use, residential, commercial, industrial, municipal, and roadway design projects. His engineering design expertise includes planning, feasibility studies, alternatives analysis, cost estimating, hydraulic and hydrologic modeling for stormwater management systems, roadway design, and utility infrastructure design. He has provided engineering and design consultation services to a variety of clients across public and private sectors.

Mr. Darabi's project management experience derives from managing various construction projects from single commercial sites to projects spanning several hundred acres in multiple phases. His management expertise spans the entire design process from initial land planning and assessment to permit consultation and procurement. His experience as a construction manager in vertical development provides acute knowledge of contract administration and negotiation, cost estimating, construction phase project management, and inspections / as-built certifications.

His unique blend of experience and familiarity with applicable design standards and regulatory requirements has led to a long, consistent history of successful project delivery. He is an asset to any project team. Mr. Darabi is a valued Moore Bass Consulting shareholder.

Relevant Experience

- Welaunee Heel PUD | GreenPointe
- Welaunee Heel SFMP | GreenPointe
- Welaunee Heel Master Plan | GreenPointe
- Welaunee Heel Development Agreement | GreenPointe
- Misc. Welaunee Planning | Powerhouse
- Northeast Gateway | Blueprint Intergovernmental Agency
- North Florida Mega Industrial Park | Weyerhaeuser
- Heart of Georgia Mega Site | Weyerhaeuser

Education

University of Florida
Gainesville, Florida
BS Civil Engineering, 2003

Experience

Total: 20 years
With current firm: 9 years

Professional Certifications

Florida Professional Engineer #68298
Georgia Professional Engineer #045511
Alabama Professional Engineer #PE50219

Areas of Expertise

Civil Engineering Design
Project Management
Master Planning
Construction Management & As-Built Certification
Stormwater Management System Design
Utility Infrastructure Design
Roadway Design
Permit Consulting

Professional Affiliations

National Society of Professional Engineers
Florida Engineering Society
American Society of Civil Engineers



Roger V. Wynn, P.E.

Professional Engineer, Shareholder
Tallahassee, Florida

Mr. Wynn is a Professional Civil Engineer with more than 30 years of experience. This experience offers a broad range of expertise in civil design and permitting while working with federal, state and local agencies.

His design experience includes, but is not limited to project management, contract administration, plan compliance inspection, field supervision, roadway and drainage systems, local and regional stormwater facilities, site planning and design, subdivisions, shopping centers, apartment complexes, banks, service stations, office parks, sanitary sewer collection systems, sanitary sewer pump station and force mains. Mr. Wynn is a leader in his field and a valued Moore Bass Consulting, Inc. Shareholder.

Education

Florida State University;
Tallahassee, Florida
BS Civil Engineering, 1991

Experience

Total: 31 years
With current firm: 20 years

Professional Certifications

Florida Professional Engineer #49400

Areas of Expertise

Civil Engineering Design
Stormwater Master Planning
Drainage Design/Site Design
Roadway and Utility Design
Pump Station and Force Main Design
Water Distribution System
Stormwater Modeling

Professional Affiliations

National Society of Professional Engineers
Florida Engineering Society

Relevant Experience

- Magnolia Creek CDD | Freeport Land Partners
- Fallschase CDD
- M.T. Mustian Tower | Tallahassee Memorial Healthcare
- Florida State University Student Housing - Phase I & II | Florida State University
- Medical Drive Widening | Tallahassee Memorial Healthcare
- Surgeons Drive Turn Lanes and Traffic Signal | Tallahassee Memorial Healthcare
- Physicians Drive Box Culverts | Tallahassee Memorial Healthcare
- FSU Academic Center, Panama City Campus | Florida State University
- Alumni Center | Florida State University
- Wildwood Drive | Florida State University
- Beach Volleyball Master Plan Study | Florida State University
- Beach Volleyball Court Addition | Florida State University
- Langford Green Improvements | Florida State University
- College of Engineering Stormwater Facility | Florida State University



Lindsay Hartsfield, P.E.

Professional Engineer
Tallahassee, Florida

Ms. Hartsfield is a Professional Civil Engineer with over 16 years of experience. She has knowledge of civil design, permitting with state and local agencies, hydraulic and hydrologic stormwater modeling, and design of stormwater management facilities in the North Florida region. Her experience includes a range of project types including, but not limited to commercial retail/offices, single family residential subdivisions, and multi-family apartments and condominiums. Ms. Hartsfield's expertise lies in design and permitting of stormwater management facilities ranging from larger regional stormwater facilities to small facilities intended to serve single family homes.

Ms. Hartsfield led the stormwater modeling team who prepared the Welaunee Heel Stormwater Facilities Master Plan (SFMP) and played a large role in master planning, lot planning, infrastructure cost estimating, and PUD zoning preparation.

Education

University of Florida;
Gainesville, Florida
BS Civil Engineering, 2007

Experience

Total: 16 years

With current firm: 16 years

Professional Certifications

Florida Professional Engineer # 75432

Areas of Expertise

Civil Engineering Design
City/County Stormwater and
Retention/Detention Design
Stormwater Modeling

Professional Affiliations

National Society of Professional Engineers
Florida Engineering Society

Relevant Experience

- Welaunee Heel PUD | GreenPointe
- Welaunee Heel SFMP | GreenPointe
- Welaunee Heel Master Plan | GreenPointe
- Misc. Welaunee Planning | Powerhouse
- Northeast Gateway (Blueprint Intergovernmental Agency)
- Fallschase CDD Engineers Report | Blueprint Intergovernmental Agency
- Fallschase Residential Phase I | Blueprint Intergovernmental Agency
- Fallschase Residential Phase IA | Blueprint Intergovernmental Agency
- Fallschase Residential Phase II | Blueprint Intergovernmental Agency
- Fallschase Residential Phase III | Blueprint Intergovernmental Agency
- Fallschase Residential Phase VI | Blueprint Intergovernmental Agency
- Fallschase Residential COT Letter of Agreement



Travis Dorn, P.E.

Professional Engineer
Tallahassee, Florida

Travis Dorn is a Civil Engineer with 8 years of specialized experience in stormwater management facilities, civil design, and permitting. His expertise is evident in his extensive knowledge of these various aspects of civil design, making him a valuable asset to Moore Bass's projects. Travis excels in collaborating with state and local agencies, utilizing hydraulic and hydrologic stormwater modeling, and overseeing the design of diverse stormwater management facilities.

Throughout his time at Moore Bass, Travis has demonstrated his versatility by successfully contributing to various project types. His work experience encompasses large-scale industrial parks, and multi-family apartments and condominiums. Mr. Dorn's is adept at navigating the intricacies of designing and permitting stormwater management facilities, ranging from larger regional projects to those tailored for individual homes.

Mr. Dorn prepared much of the detailed stormwater modeling for the Welaunee Heel Stormwater Facilities Master Plan (SFMP) and led the team preparing the master infrastructure cost estimate based on the project's master plan. Travis also played a large role in the Welaunee Heel PUD zoning preparation and approval.

Education

Florida State University;
Tallahassee, Florida
BS Civil Engineering, 2015

Experience

Total: 8 years
With current firm: 4 years

Professional Certifications

Florida Professional # 94272
Stormwater Management Inspector # 52244

Areas of Expertise

Civil Engineering Design
Stormwater Master Planning
Drainage Design/Site Design
Roadway and Utility Design
Pump Station and Force Main Design
Water Distribution System
Stormwater Modeling

Professional Affiliations

National Society of Professional Engineers
Florida Engineering Society

Relevant Experience

- Welaunee Heel PUD | GreenPointe
- Welaunee Heel SFMP | GreenPointe
- Welaunee Heel Master Plan | GreenPointe
- Misc. Welaunee Planning | Powerhouse
- Northeast Gateway | Blueprint Intergovernmental Agency
- North Florida Mega Industrial Park | Weyerhaeuser
- North Florida Mega Industrial Park - Waste Water Treatment Plant | Columbia County
- North Florida Mega Industrial Park - Parkway West Entrance & Rail Segment Three | Columbia County.
- Maclay School Redevelopments | Maclay School
- Killearn Country Club Course and Clubhouse

Past Performance

WELAUNEE HEEL

PROJECT SNAPSHOT

894
acres

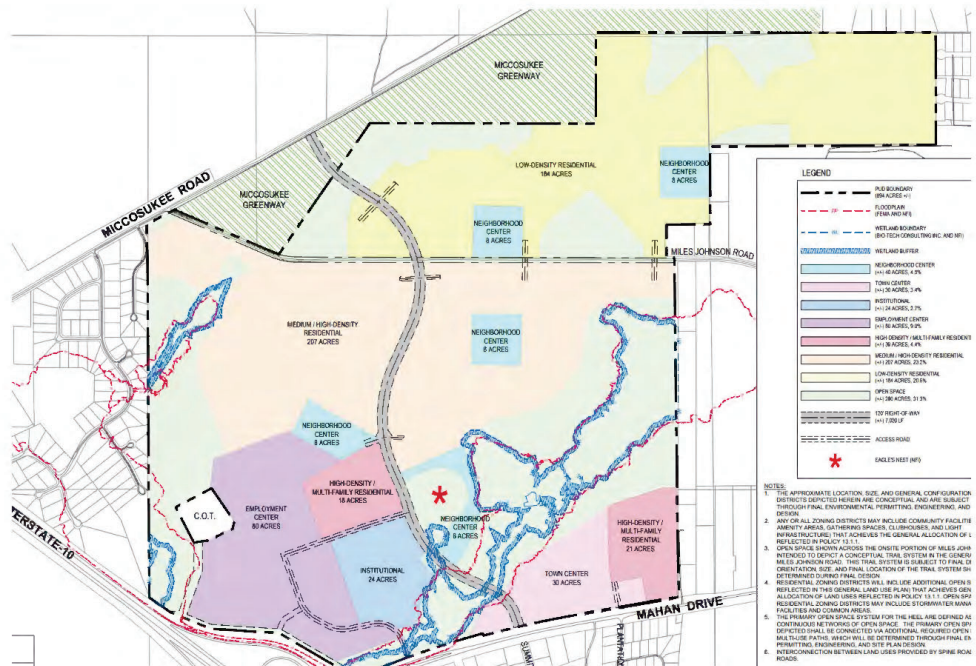
2,107
units

1.1M
non-residential
sq. ft.

17
SWMF

ACTIVITIES & SCOPE OF WORK

Planning, due diligence,
lot yield studies,
sub-consultant
coordination, attorney
coordination, PUD,
SFMP, development
agreement, CDD,
regulatory coordination



Moore Bass serves as the lead design consultant and engineer of record for all civil-related entitlements for the nearly 900-acre Welaunee Heel project. The project is entitled for 2,107 residential units and over 1.1M sf of non-residential uses. Without established zoning and an extremely challenging comprehensive plan, Moore Bass worked with the developer, GreenPointe, to quickly master plan the project, provide lot yield information, quantify infrastructure required, and coordinate other required sub-consultants. From the initial plan, Moore Bass led the project through establishing zoning in the city's Planned Unit Development process, which was reviewed and approved by the city within three months of application submittal. Concurrently, Moore Bass prepared and submitted the project's Stormwater Facilities Master Plan which modeled and analyzed the entire project's stormwater infrastructure. The project includes 17 stormwater management facilities. The SFMP storm report totaled nearly 8k pages and was reviewed and approved by the city within three months of application submittal. Moore Bass has assisted with many other aspects of the project including planning and negotiating roadway typical sections with city staff, supporting the attorney team through the Development Agreement process, coordinating with the traffic consultant for traffic concurrency approval, preparing opinions of probable cost for site infrastructure, and performing all engineering related work to-date for the establishment of the East Ridge CDD.

FALLSCHASE CDD

PROJECT SNAPSHOT

376
acres

1,514
units

District
Engineer
since
2006

ACTIVITIES & SCOPE OF WORK

Planning, due diligence,
lot yield studies,
sub consultant
coordination,
attorney coordination,
development
agreement, CDD,
regulatory coordination



Moore Bass serves as District Engineer for Fallschase CDD, a 691-acre residential development adjacent to Lake Lafayette. Moore Bass Consulting is the engineer of record for Phases I, IA, II, III, and VI. This includes 241 single family residential units and 288 multi-family residential units. The project included design of the roadway network, a stormdrain collection system, a master planned water distribution and sanitary sewer collection system, and two (2) wet-detention stormwater management facilities, landscaped with native wetland plant species. Both wet-detention facilities are also designed as passive recreation facilities with multi-use paths encircling the ponds. The landscaping is designed to attract and provide habitat for wildlife. The multi-use paths will ultimately connect to a larger trail system to be designed and constructed by Blueprint IA that will circumnavigate Lake Lafayette and connect to the Alford Greenway. The main entrance road, Fallschase Parkway, was designed as a boulevard with a large median, intended to preserve large, existing live oaks.

MAGNOLIA CREEK CDD

PROJECT SNAPSHOT

798
acres

832
units

District
Engineer
since
2006

ACTIVITIES & SCOPE OF WORK

Planning, due diligence,
lot yield studies,
sub consultant
coordination,
attorney coordination,
PUD, development
agreement, CDD,
regulatory coordination



Moore Bass serves as District Engineer for Magnolia Creek CDD, which covers the Owls Head Subdivision project developed by Freeport Land Partners. After initially designing the entire project and serving as the District Engineer prior to the project pausing (partially constructed) in 2008, Moore Bass conducted a comprehensive inventory and assessment of the existing roadway, drainage, water, and sewer infrastructure before the project was restarted in 2018. Through meticulous analysis, any areas requiring repairs or replacement were identified, and innovative design solutions were developed to address these issues effectively. Furthermore, Moore Bass conducted a thorough post-construction as-built survey to ensure that the completed work complied with the initial design plans, providing a necessary level of quality assurance and certification. In Phase 4C, Moore Bass played a critical role in the preparation of an updated preliminary plat and construction plans. This involved refinement of the subdivision's layout, taking into account any changes or modifications that had occurred since the initial planning stages. Moore Bass's expertise in land development was instrumental in producing accurate and reliable construction plans. Additionally, a post-construction as-built survey was performed to validate and certify the final results, ensuring compliance with the approved design and specifications.

Other Large-Scale Project Experience

WEYERHAUSER INDUSTRIAL PARKS



HEART OF GEORGIA MEGA SITE
2,000 acres, 13M SF industrial uses



NORTH FLORIDA MEGA INDUSTRIAL PARK

2,622 acres, 8.5M SF industrial, 100k SF commercial, 1,507 residential units

Other Large-Scale Project Experience

HOLY COMFORTER SCHOOL



Master Planning, Stormwater Pond Expansion, Outparcel Subdivision, Multiple Individual Building / Facility Projects

TALLAHASSEE MEMORIAL HEALTHCARE



Master Planning (entire campus , Stormwater Pond Capacity Analysis, Roadways, Electric Substation, Surgery Tower, Multiple Individual Building / Facility Projects

Other Large-Scale Project Experience

FLORIDA STATE UNIVERSITY



Master Planning (entire campus , Roadways, Utilities, Multiple Individual Building / Facility Projects

SUMMERFIELD



Master Planning, PUD, Mixed-Use Development, Regional Stormwater Facility

Willingness to Meet Time and Budget Requirements

As the District Engineer, Moore Bass is committed to meeting time and budget requirements for the CDD. Our expertise lies not only in the technical aspects of engineering but in the art of efficient project and task management. We understand the critical balance between time, cost, and quality. It is our dedication to this balance that drives us to deliver positive results within the timelines and financial constraints.

We are able to do this through proper staffing levels, our competitive billing rates, and by optimizing our processes. We implement strategic solutions to ensure we surpass all benchmarks while maintaining a keen focus on the quality and integrity of our work. Our success representing CDDs as the District Engineer exemplifies these characteristics.

This commitment reflects our desire to not just fulfill obligations but to consistently outperform and excel in every aspect of our work as District Engineer.



We understand the importance to meet time and budget requirements while maintaining the highest level of quality.

Staffing Levels

The Moore Bass Tallahassee office employs a team of more than 85 skilled employees, equipped with diverse expertise that forms the foundation of our engineering capabilities. This extensive local staff not only provides a wealth of knowledge and experience but also ensures a strong resource pool for managing and completing projects efficiently. Additionally, our reach extends beyond Tallahassee,

including our two other office locations, where our 30+ Georgia-based employees further our capacity to meet project deadlines. Leveraging the collective expertise and manpower across these locations, we can seamlessly allocate resources as needed, enhancing our ability to tackle projects with agility and proficiency, ensuring that we not only meet but exceed project expectations.

85+
employees

17
Licensed
Professionals

10
Land Survey
Crews

3
Offices
throughout the
Southeast

30+
year firm
history



moorebass.com
805 N Gadsden St.
Tallahassee, FL 32303
O: (850) 222-5678
F: (850) 681-2349

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

7C

East Ridge Community Development District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant’s Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
	<i>weight factor</i>	25	25	20	15	5	5	100
	NAME OF RESPONDENT							
1	Moore Bass Consulting, Inc.							

Board Member’s Signature

Date

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

7D

**AGREEMENT BETWEEN EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT
AND MOORE BASS CONSULTING, INC. FOR PROFESSIONAL ENGINEERING
SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of March 2024, by and between:

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and being situated entirely within the City of Tallahassee, Florida, with a mailing address c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“**District**”); and

MOORE BASS CONSULTING, INC., a Florida corporation, with a mailing address of 805 N. Gadsden Street, Tallahassee, Florida 32303 (“**Engineer**”, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) determined Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, upon authorization, Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board of Supervisors in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and shall provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by the Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing

requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The Engineer shall request such work authorizations in its professional capacity as the Engineer when it is deemed desirable or necessary and the District is relying on the Engineer to make such recommendations when the Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit B (“Work Authorization”)**. Authorization of services or projects under the contract shall be at the sole option of the District but with advice and recommendations by the Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. **Lump Sum Amount** - The District and the Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer 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. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- b. **Hourly Personnel Rates** - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and the Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis with no markup.

8. BOOKS AND RECORDS. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify the Engineer from any and all claims and liabilities which may result from such re-use, in the event the Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

10. ACCOUNTING RECORDS. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by the Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

12. INSURANCE. The Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$3,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, professional staff, employees and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

13. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

14. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

15. INDEMNIFICATION. The Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by the Engineer or persons employed or utilized by the Engineer in the course of any work done relating to this Agreement. Only to the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section will not exceed the sum of Three Million Dollars and the Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. The Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

16. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

17. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

18. PUBLIC RECORDS. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. The Engineer acknowledges that the designated Public Records Custodian for the District is **Wrathell Hunt & Associates, LLC** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (877) 276-0889, INFO@WHHASSOCIATES.COM OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.

19. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

20. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent

required by Florida Statute, the Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the Engineer anticipates entering into agreements with a subcontractor for the Work, the Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Leon County, Florida.

27. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to the Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the Parties, as follows:

A. If to the District: East Ridge CDD
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: District Manager
cerbonec@whhassociates.com

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
Jennifer@cddlwyers.com

B. If to the Engineer: Moore Bass Consulting, Inc.
805 N. Gadsden Street
Tallahassee, Florida 32303
Attn: Amir Darabi, P.E.
rdarabi@moorebass.com

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

33. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

MOORE BASS CONSULTING, INC.,
a Florida corporation

**EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

Chairperson, Board of Supervisors

Exhibit A: Hourly Fee Schedule
Exhibit B: Form of Work Authorization

EXHIBIT A
Hourly Fee Schedule

Moore Bass Consulting, Inc.
Hourly Rates

Engineering Services

Principal	325.00	Civil/CAD Designer VIII	200.00
Senior Partner	275.00	Civil/CAD Designer VII	185.00
Project Manager V	240.00	Civil/CAD Designer VI	175.00
Project Manager IV	225.00	Civil/CAD Designer V	165.00
Project Manager III	215.00	Civil/CAD Designer IV	155.00
Project Manager II	205.00	Civil/CAD Designer III	145.00
Project Manager I	195.00	Civil/CAD Designer II	125.00
Planner III	165.00	Civil/CAD Designer I	110.00
Planner II	145.00	Engineer Intern IV	125.00
Planner I	125.00	Engineer Intern III	110.00
Professional Engineer IV	185.00	Engineer Intern II	95.00
Professional Engineer III	170.00	Engineer Intern I	70.00
Professional Engineer II	155.00	CAD Draftsman V	105.00
Professional Engineer I	140.00	CAD Draftsman IV	90.00
Project / Production Manager II	185.00	CAD Draftsman III	80.00
Project / Production Manager I	155.00	CAD Draftsman II	70.00
Graphic Designer	86.00	CAD Draftsman I	60.00

Landscape Architecture Services

Landscape Architect II	155.00	Landscape Designer II	105.00
Landscape Architect I	130.00	Landscape Designer I	95.00
		Landscape Technician	75.00

Standard Surveying Services

Sr. Registered Land Surveyor III	200.00	Survey Office Technician VI	120.00
Sr. Registered Land Surveyor II	180.00	Survey Office Technician V	110.00
Sr. Registered Land Surveyor I	160.00	Survey Office Technician IV	100.00
Survey Project Manager III	140.00	Survey Office Technician III	90.00
Survey Project Manager II	125.00	Survey Office Technician II	80.00
Survey Project Manager I	110.00	Survey Office Technician I	65.00
Survey Field Coordinator II	80.00	Survey Party Chief VI	140.00
Survey Field Coordinator I	60.00	Survey Party Chief V	130.00
Survey Field Technician IV	80.00	Survey Party Chief IV	120.00
Survey Field Technician III	75.00	Survey Party Chief III	105.00
Survey Field Technician II	70.00	Survey Party Chief II	95.00
Survey Field Technician I	65.00	Survey Party Chief I	80.00

Expedited/Overtime Surveying Services

Sr. Registered Land Surveyor III	240.00	Survey Office Technician VI	145.00
Sr. Registered Land Surveyor II	215.00	Survey Office Technician V	135.00
Sr. Registered Land Surveyor I	195.00	Survey Office Technician IV	120.00
Survey Project Manager III	170.00	Survey Office Technician III	110.00
Survey Project Manager II	150.00	Survey Office Technician II	95.00
Survey Project Manager I	135.00	Survey Office Technician I	80.00
Survey Field Coordinator II	95.00	Survey Party Chief VI	165.00
Survey Field Coordinator I	75.00	Survey Party Chief V	155.00
Survey Field Technician IV	95.00	Survey Party Chief IV	145.00
Survey Field Technician III	90.00	Survey Party Chief III	130.00
Survey Field Technician II	85.00	Survey Party Chief II	115.00
Survey Field Technician I	80.00	Survey Party Chief I	95.00

Production Services

Production Assistant V	90.00	Permit Specialist IV	100.00
Production Assistant IV	80.00	Permit Specialist III	95.00
Production Assistant III	65.00	Permit Specialist II	90.00
Production Assistant II	55.00	Permit Specialist I	85.00
Production Assistant I	50.00		

Other Consulting Services

Expert Witness	425.00		
Land Use Expert	425.00		

- Plus all direct expenses including travel, subsistence, and out-of-pocket expenses, times 1.2.
- For services in court, a minimum of eight hours will be charged for each day of appearance.
- Consultant reserves the right to update hourly rates annually; client will be notified of rate changes 30 days in advance of invoicing.

EXHIBIT B
Form of Work Authorization

East Ridge Community Development District
City of Tallahassee, Florida

Subject: **Work Authorization Number ____**
 East Ridge Community Development District

Dear Chairperson, Board of Supervisors:

MOORE BASS CONSULTING, INC. (the “**Engineer**”) is pleased to submit this work authorization to provide engineering services for East Ridge Community Development District (the “**District**”). We will provide these services pursuant to our current agreement dated March __, 2024 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage the Engineer to prepare an Engineer’s Report to support the District’s bond issuances and attendance at meetings and bond validation proceedings regarding the District’s issuance of bonds. Engineer’s Report will include a description of the District services and the following associated exhibits will be prepared and included as part of the report: a map of the District boundary with existing potable water, sewer and reuse water service; a conceptual site plan within the District boundary; a map of the land use within the District boundary and surroundings area; a location map of the District; and a legal description of the District boundary.

II. Fees

The District will compensate the Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$_____. The District will reimburse the Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

East Ridge Community Development District

MOORE BASS CONSULTING, INC.

By: _____
 Authorized Representative

By: _____
 Authorized Representative

Date: _____

Date: _____

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

8

**EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The East Ridge Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Leon County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

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

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

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

District Manager

Run date: must be published in at least one newspaper of general circulation in the District and the county in which the District is located. The public announcement must allow for at least 7 days for the submission of proposals.

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2024

Leon County, Florida

INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 13. PROTESTS. In accordance with the District’s Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

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

1. Ability of Personnel. (20 Points)

2. Proposer's Experience. (20 Points)

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

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

5. Price. (20 Points)***

Total (100 Points)

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

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

East Ridge
Community Development District

Unaudited Financial Reporting
February 29, 2024



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East Ridge
Community Development District
Balance Sheet
February 29, 2024

	<i>General Fund</i>	<i>Totals Governmental Funds</i>
Assets:		
Cash - Truist Bank	\$ 15,684	\$ 15,684
Due From Developer	\$ -	\$ -
Due From Capital	\$ 1,825	\$ 1,825
State Board of Administration	\$ -	\$ -
Total Assets	\$ 17,509	\$ 17,509
Liabilities:		
Accounts Payable	\$ 4,224	\$ 4,224
Total Liabilities	\$ 4,224	\$ 4,224
Fund Balances:		
Unassigned	\$ 13,285	\$ 13,285
Total Fund Balances	\$ 13,285	\$ 13,285
Total Liabilities & Fund Equity	\$ 17,509	\$ 17,509

East Ridge

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending February 29, 2024

	Proposed	Prorated Budget	Actual	
	Budget	Thru 02/29/24	Thru 02/29/24	Variance
Revenues:				
Developer Contributions	\$ 132,768	\$ 55,320	\$ 37,875	\$ (17,445)
Total Revenues	\$ 132,768	\$ 55,320	\$ 37,875	\$ (17,445)
Expenditures:				
Administrative:				
Supervisor Fees	\$ 12,000	\$ 5,000	\$ -	\$ 5,000
FICA Expense	\$ 918	\$ 383	\$ -	\$ 383
Engineering Fees	\$ 25,000	\$ 10,417	\$ -	\$ 10,417
Attorney	\$ 25,000	\$ 10,417	\$ 8,133	\$ 2,284
Management Fees	\$ 45,000	\$ 18,750	\$ 11,250	\$ 7,500
Information Technology	\$ 1,800	\$ 750	\$ 450	\$ 300
Website Maintenance	\$ 1,200	\$ 500	\$ -	\$ 500
Website Creation	\$ 1,750	\$ -	\$ -	\$ -
Telephone	\$ 300	\$ 125	\$ 20	\$ 105
Postage	\$ 1,000	\$ 417	\$ 3	\$ 413
Insurance	\$ 6,000	\$ 6,000	\$ 3,740	\$ 2,260
Printing & Binding	\$ 1,000	\$ 417	\$ 68	\$ 349
Legal Advertising	\$ 10,000	\$ 4,167	\$ 643	\$ 3,523
Other Current Charges	\$ 1,000	\$ 417	\$ 108	\$ 309
Office Supplies	\$ 625	\$ 260	\$ 0	\$ 260
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Administrative:	\$ 132,768	\$ 58,193	\$ 24,591	\$ 33,602
Total Expenditures	\$ 132,768	\$ 58,193	\$ 24,591	\$ 33,602
Excess Revenues (Expenditures)	\$ -		\$ 13,285	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ -		\$ 13,285	

East Ridge
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Revenues:													
Developer Contributions	\$ 20,250	\$ -	\$ 13,669	\$ 3,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	37,875
Total Revenues	\$ 20,250	\$ -	\$ 13,669	\$ 3,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	37,875
Expenditures:													
Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Engineering Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Attorney	\$ 5,040	\$ 695	\$ -	\$ 787	\$ 1,612	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,133
Management Fees	\$ -	\$ 3,750	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,250
Information Technology	\$ -	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	450
Website Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Website Creation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Telephone	\$ -	\$ -	\$ 20	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	20
Postage	\$ -	\$ -	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
Insurance	\$ -	\$ -	\$ -	\$ 3,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,740
Printing & Binding	\$ -	\$ -	\$ 62	\$ 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	68
Legal Advertising	\$ 334	\$ 309	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	643
Other Current Charges	\$ -	\$ -	\$ 50	\$ 50	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	108
Office Supplies	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Dues, Licenses & Subscriptions	\$ -	\$ -	\$ -	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total Administrative:	\$ 5,374	\$ 4,904	\$ 4,035	\$ 8,659	\$ 1,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24,591
Total Expenditures	\$ 5,374	\$ 4,904	\$ 4,035	\$ 8,659	\$ 1,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	24,591
Excess Revenues (Expenditures)	\$ 14,877	\$ (4,904)	\$ 9,634	\$ (4,702)	\$ (1,620)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	13,285

East Ridge
Community Development District
Developer Contributions/Due from Developer

Funding Request	Prepared Date	Payment Received	Check Amount	Total Funding Request	General Fund Portion (24)	Over and (short) Balance Due
#		Date				
1	10/16/23	1/8/24	\$ 20,250.00	\$ 20,250.00	\$ 20,250.00	\$ -
2	12/31/23	1/24/24	\$ 13,668.78	\$ 13,668.78	\$ 13,668.78	\$ -
3	1/17/24	2/21/24	\$ 3,956.58	\$ 3,956.58	\$ 3,956.58	\$ -
					\$ -	\$ -
Due from Developer			\$ 37,875.36	\$ 37,875.36	\$ 37,875.36	\$ -

Total Developer Contributions FY24

\$ 37,875.36

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

1 MINUTES OF MEETING
2 EAST RIDGE
3 COMMUNITY DEVELOPMENT DISTRICT
4

5 The Landowners' meeting of the Board of Supervisors of the East Ridge Community
6 Development District was held Monday, October 30, 2023 at 1:00 p.m. at 517 E. College Avenue,
7 Tallahassee, Florida.

8
9 Present were:

10
11 Brad Odom
12 Garrison Burr *by phone*
13 Jamie Davenport
14 Peter Mettler
15

16
17 Also present:

18
19
20 Jim Oliver District Manager, GMS
21 Jennifer Kilinski District Counsel
22 Corbin deNagy GMS
23 Howard McGaffney *by phone* GMS
24 Chris Kuhn
25
26

27 *The following is a summary of the actions taken at the October 30, 2023 Landowners'*
28 *Meeting of the Board of Supervisors of the East Ridge Community Development District.*
29

30 **FIRST ORDER OF BUSINESS**

Roll Call

31 Mr. Oliver called the meeting to order.
32

33 **SECOND ORDER OF BUSINESS**

**Determination of Number of Voting Units
Represented**

34
35 Mr. Oliver noted that they had a proxy form from the landowner appointing Brad Odom as
36 the proxyholder. There were 894 acres representing 894 votes.
37

38 **THIRD ORDER OF BUSINESS**

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

39
40 Mr. Oliver was elected as the Chairman to conduct the Landowners' meeting.

41

42 **FOURTH ORDER OF BUSINESS** **Nominations for the Position of**
43 **Supervisors**

44 Mr. Oliver asked for nominations for the position of Supervisor. Mr. Odom nominated
45 Brad Odom, James Davenport, Jay Revell, Peter Mettler, and Garrison Burr.

46

47 **FIFTH ORDER OF BUSINESS** **Casting of Ballots**

48 Mr. Odom casted 700 votes for Brad Odom, 700 votes for Garrison Burr, 600 votes for
49 James Davenport, 600 votes for Jay Revell, and 600 votes for Peter Mettler.

50

51 **SIXTH ORDER OF BUSINESS** **Tabulation of Ballots and Announcement**
52 **of Results**

53 Mr. Oliver noted that Mr. Odom and Mr. Burr will serve four-year terms. Mr. Davenport,
54 Mr. Revell, and Mr. Mettler will serve two-year terms.

55

56 **SEVENTH ORDER OF BUSINESS** **Landowners Questions and Comments**

57 There being no comments, the next item followed.

58

59 **EIGHTH ORDER OF BUSINESS** **Adjournment**

60 Mr. Oliver adjourned the meeting.

61

62

63

64

65 _____
66 Secretary/Assistant Secretary

66

67

Chairman/Vice Chairman

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

1 MINUTES OF MEETING
2 EAST RIDGE
3 COMMUNITY DEVELOPMENT DISTRICT
4

5 The Organizational meeting of the Board of Supervisors of the East Ridge Community
6 Development District was held Monday, October 30, 2023 at 1:05 p.m. at 517 E. College Avenue,
7 Tallahassee, Florida.

8
9 Present and constituting a quorum:

10	Brad Odom	Chairman
11	Garrison Burr <i>by phone</i>	Vice Chairman
12	Jamie Davenport	Supervisor
13	Jay Revell <i>joined late</i>	Supervisor
14	Peter Mettler	Supervisor
15		
16		
17		
18		

19 Also present:

20		
21		
22	Jim Oliver	District Manager, GMS
23	Jennifer Kilinski	District Counsel
24	Corbin deNagy	GMS
25	Howard McGaffney <i>by phone</i>	GMS
26	Chris Kuhn	
27		
28		

29 *The following is a summary of the actions taken at the October 30, 2023 Organizational*
30 *Meeting of the Board of Supervisors of the East Ridge Community Development District.*

31
32 **FIRST ORDER OF BUSINESS**

Introduction

33 **A. Call to Order**

34 Mr. Oliver called the meeting to order.

35
36 **B. Public Comment Period**

37 Mr. Oliver stated that no one from the public was present.
38
39

C. Oath of Office

Mr. Oliver provided the oath of office for the three Board members, Brad Odom, Jamie Davenport, and Peter Mettler. The oaths of office will be signed after the meeting. Mr. Oliver noted that Mr. Garrison Burr would be sworn in before the next meeting since he wasn't present at this meeting.

SECOND ORDER OF BUSINESS**Organizational Matters****A. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190**

Mr. Oliver provided the information on Community Development Districts, the public official responsibilities, as well as the Florida Statutes Chapter 190 to the new Board members. He noted that they were now public officials and provided them with the guide to ethics and the Sunshine Law. He explained that they had to file a Form 1 Financial Disclosure with the Supervisor of Elections in the county in which they live. Ms. Kilinski also briefly explained the CDD, public official responsibilities and Florida Statutes Chapter 190 to the new Board members. She explained that they were going to send the new Board members a welcome package for review.

B. Consideration of Resolution 2024-01, Canvassing and Certifying the Results of the Landowners Election

Mr. Oliver noted that they had a Landowner Election earlier today and the proxy was executed by Mr. Brad Odom. Mr. Brad Odom executed votes for Brad Odom and Garrison Burr who get four-year terms and Jay Revell, Peter Mettler, and Jamie Davenport who get two-year terms.

On MOTION by Mr. Odom, seconded by Mr. Burr, with all in favor, Resolution 2024-01, Canvassing and Certifying the Results of the Landowners Election, was approved.

C. Election of Officers**1. Resolution 2024-02, Appointing Officers**

Mr. Oliver stated we will look to appoint a Chairman and Vice Chairman and the remaining Board members will be Assistant Secretaries and from my office. After discussion, it was decided for Brad Odom to serve as Chairman, Garrison Burr to serve as Vice Chairman, Peter Mettler, Jamie Davenport, and Jay Revell to serve as Assistant Secretaries, and Jim Oliver to serve as

Secretary. Also, it was decided for Howard McGaffney, Darrin Mossing, Marilee Giles and Daniel Laughlin to serve as Assistant Secretaries.

On MOTION by Mr. Odom, seconded by Mr. Davenport, with all in favor, Resolution 2024-02 Appointing Officers as slated above, was approved.

2. Resolution 2024-03, Appointing Treasurer and Assistant Treasurer

Mr. Oliver noted that this resolution would appoint himself as the Treasurer and Daniel Laughlin, Darrin Mossing, Marilee Giles, and Howard McGaffney as Assistant Treasurers, which allows them to sign checks and other documents.

On MOTION by Mr. Odom, seconded by Mr. Davenport, with all in favor, Resolution 2024-03 Appointing Treasurer and Assistant Treasurers, was approved.

THIRD ORDER OF BUSINESS

Retention of District Staff

A. Consideration of Agreement for District Management Services

1. Resolution 2024-04, Appointing District Manager

Mr. Oliver noted that he was with Governmental Management Services, and they have a proposal in the agenda package to serve as District Manager. He asked if that was ok with the Board. The Board agree.

On MOTION by Mr. Odom, seconded by Mr. Davenport, with all in favor, Resolution 2024-04 Appointing District Manager - GMS, was approved.

B. Consideration of Agreement for District Counsel Services

1. Resolution 2024-05, Appointing District Counsel

Mr. Oliver presented Resolution 2024-05 to the Board stating that this would be appointing Kilinski | Van Wyk PLLC for their District Counsel Services.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, Resolution 2024-05 Appointing District Counsel – Kilinski | Van Wyk PLLC, was approved.

C. Resolution 2024-06, Selection of Registered Agent and Office

Mr. Oliver presented Resolution 2024-06 to the Board, which appoints the GMS office in St. Augustine, Florida as the registered office and Mr. Oliver would serve as the registered agent.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, Resolution 2024-06 Selection of Registered Agent, Jim Oliver and Office, GMS, was approved.

D. Resolution 2024-07, Appointing Interim District Engineer

Mr. Oliver presented Resolution 2024-07, which appoints Moore Bass Consulting, Inc. as Interim District Engineer.

On MOTION by Mr. Davenport, seconded by Mr. Odom, with all in favor, Resolution 2024-07 Appointing Interim District Engineer – Moore Bass Consulting, Inc., was approved.

E. Consideration of Interim District Engineering Agreement and Work Authorization No. 1

Mr. Oliver presented this item to the Board. Ms. Kilinski explained this item to the Board and was happy to answer any questions the Board had on this agreement. Hearing none,

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, the Interim District Engineering Agreement and Work Authorization No. 1, was approved.

F. Request Authorization to Issue RFQ for Engineering Services

Mr. Oliver stated that Florida Law requires if you are going to retain a District Engineer on an ongoing basis, that you follow a public procurement process called the CCNA which is a notice in the newspaper. There are evaluation criteria that you would follow to award a contract. He noted this is a one-time one-page notice that goes in the newspaper.

On MOTION by Mr. Revell, seconded by Mr. Odom, with all in favor, the Authorization to Issue RFQ for Engineering Services, was approved.

FOURTH ORDER OF BUSINESS Designation of Meetings and Hearing Dates**A. Consideration of Resolution 2024-08, Designation of Regular Monthly Meeting Date, Time and Location for Fiscal Year 2024**

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

B. Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes**1. Consideration of Resolution 2024-09, Setting a Public Hearing to Consider the Proposed Rules of the District****A. Rules of Procedure**

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

C. Designation of Dates of Public Hearing on the Budget for Fiscal Year 2024**1. Consideration of Resolution 2024-10, Setting the Public Hearing and Approving the Proposed Fiscal Year 2023/2024 Budgets**

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

2. Approval of the Fiscal Year 2024 Budget Funding Agreement

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

3. Consideration of Funding Request No. 1

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

D. Resolution 2024-11, Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing No Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

**Jay Revell joined the meeting in person at this time.*

Mr. Oliver provided the oath of office to Jay Revell at this time.

FIFTH ORDER OF BUSINESS

Other Organizational Matters

A. Resolution 2024-12, Designating a Qualified Public Depository

Mr. Oliver presented Resolution 2024-12 to the Board, which designates Truist Bank as the Qualified Public Depository.

On MOTION by Mr. Odom, seconded by Mr. Davenport, with all in favor, Resolution 2024-12, Designating Truist Bank as the Qualified Public Depository, was approved.

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

Mr. Oliver noted this resolution allows the Chairman, the Vice Chairman, the Treasurer, Secretary and their Assistant Treasures and Secretaries to sign checks.

On MOTION by Mr. Revell, seconded by Mr. Odom, with all in favor, Resolution 2024-13 Authorization of Bank Account Signatories, was approved.

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

Ms. Kilinski stated that this resolution provides that if any of the Board members are sued in their compacity as a public official, as long as it's within the scope of their authority, the District will provide the defense.

On MOTION by Mr. Revell, seconded by Mr. Odom, with all in favor, Resolution 2024-14 Relating to Defense of Board Members, was approved.

D. Consideration of Resolution 2024-15, Adopting Internal Controls Policy

Ms. Kilinski stated that this was required by statute and was something that District Management Companies were doing anyway, but it was required to be formalized a couple of years ago. This provides for the way that a District management company would be directed to ensure that there is no fraud, waste, and abuse when it comes to the financial handling of District monies. She noted that she would be happy to answer any questions the Board had about the policy. Hearing none,

On MOTION by Mr. Revell, seconded by Mr. Davenport, with all in favor, Resolution 2024-15 Adopting Internal Controls Policy, was approved.

E. Resolution 2024-16, Ratifying District Counsel Recording the “Notice of Establishment” in the Property Records of Leon County in accordance with Chapter 190.0485, Florida Statutes

1. Notice of Establishment

Mr. Oliver presented Resolution 2024-16 to the Board. The Notice of Establishment was attached to the resolution.

On MOTION by Mr. Revell, seconded by Mr. Davenport, with all in favor, Resolution 2024-16 Ratifying District Counsel Recording the “Notice of Establishment” in the Property Records of Leon County in accordance with Chapter 190.0485, Florida Statute, was approved.

F. Consideration of Resolution 2024-17, Adopting Investment Guidelines

Mr. Oliver presented Resolution 2024-17 to the Board. He explained that they would use a qualified public depository as defined in Section 280.02, Florida Statutes.

On MOTION by Mr. Revell, seconded by Mr. Davenport, with all in favor, Resolution 2024-17 Adopting Investment Guidelines, was approved.

G. Consideration of Resolution 2024-18, Authorizing Execution of Public Depositor Report

Mr. Oliver stated this is authorizing the District Manager as Treasurer to execute the report which the accountants will do and then Mr. Oliver will sign off on.

On MOTION by Mr. Revell, seconded by Mr. Davenport, with all in favor, Resolution 2024-18 Authorizing Execution of Public Depositor Report, was approved.

H. Consideration of Resolution 2024-19 Designating a Policy for Public Comment

Mr. Oliver stated this is something that will not really be that effective until they have more residents, and they start attending. This sets the policy of things such as residents having three

minutes to speak and anything that would happen during these public comment sections at the beginning and end of the meetings.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, Resolution 2024-19 Designating a Policy for Public Comments, was approved.

I. Consideration of Resolution 2024-20, Adopting a Travel and Reimbursement Policy

Mr. Oliver stated this is something that is required to be done whether it is taken advantage of or not, but Board members do have the right to have travel reimbursement.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, Resolution 2024-20 Adopting a Travel and Reimbursement Policy, was approved.

J. Consideration of Resolution 2024-21, Adopting Prompt Payment Policy

Mr. Oliver stated that this resolution requires timely payment to vendors and contractors providing certain goods and services to the District.

On MOTION by Mr. Revell, seconded by Mr. Davenport, with all in favor, Resolution 2024-21 Adopting Prompt Payment Policy, was approved.

K. Consideration of Resolution 2024-22, Adopting a Records Retention Policy

Ms. Kilinski explained Resolution 2024-22 to the Board stating that the District was required to adopt a Public Record Retention Policy. She noted that the two options available were to keep everything or adopt a specific policy that would require staff to go through every record as it becomes available and then do a destruction schedule. She noted that most of their records were required to be kept for 30-years. She further explained this policy and that their recommendation would be to keep everything. The Board agreed.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, Resolution 2024-22 Adopting a Records Retention Policy, was approved.

L. Consideration of Compensation to Board Members

Mr. Oliver stated Board members are eligible for up to \$200 a meeting up to \$4,800 per year in compensation so this will set that policy. It was noted that this was each individual Board members decision on whether they want to accept or not accept payment. All Board members accepted the compensation. Mr. Oliver noted that he would provide each Board member a W-4 Form as well as an I-9 Form.

On MOTION by Mr. Davenport, seconded by Mr. Odom, with all in favor, the Compensation to Board Members, was approved.

M. Resolution 2024-23, Designating a Local Public Records Office

Mr. Oliver stated that GMS had an office in Tallahassee. The Board agreed to designate GMS's office in Tallahassee as the local public records office.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, Resolution 2024-23 Designating GMS's Office in Tallahassee as the Local Public Records Office, was approved.

N. Resolution 2024-24, Designating the Primary Administrative Office and Principal Headquarters of the District

Mr. Oliver stated that they would have their Primary Administrative Office as their office in St. Augustine and the other Principal Headquarters of the District as GMS's office in Tallahassee.

On MOTION by Mr. Davenport, seconded by Mr. Revell, with all in favor, Resolution 2024-24 Designating the Primary Administrative Office and Principal Headquarters of the District, was approved.

O. Consideration of Website Services Agreement

Mr. Oliver stated there is a proposal from Realign Web Design. They do a lot of their Districts. They are required to have a website for the District. It will be \$1,750 to create the website. There is the option of ADA compliance audit that is \$960 annually. They do not have to accept that as it is something that they offer. The websites do have to be ADA compliant. Mr. Oliver stated that they will do website creation only.

On MOTION by Mr. Davenport, seconded by Mr. Revell, with all in favor, the Website Services Agreement, was approved.

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

Mr. Oliver stated that they prepare this for next August. Ms. Kilinski noted that they would likely hold until they do a bond issue.

On MOTION by Mr. Odom, seconded by Mr. Mettler, with all in favor, the Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.09 Florida Statutes to Coincide with Special District Filing Date of August 1st for Leon County, was approved.

Q. Consideration of Resolution 2024-25, Authorizing Chairperson to Execute Plats, Permits, and Conveyances

Ms. Kilinski stated that they typically do this in the beginning of the District to allow so that the Board does not have to come to approve plats, permits, or deeds. This will allow the Chairman to execute the conveyances as long as it's consistent with the District's Capital Improvement Plan. Ms. Kilinski's office reviews it, Mr. Oliver's office reviews it, and the District Engineer signs off.

On MOTION by Mr. Egger, seconded by Mr. Allen, with all in favor, Resolution 2024-25 Authorizing Chairperson to Execute Plats, Permits, and Conveyances, was approved.

R. Consideration of Resolution 2024-26, Authorizing the Disbursement of Funds

Mr. Oliver stated that this covers how things can be paid outside of meetings. He noted a lot of the items are contractual. It is what they are designating to pay for things without having to come before the Board.

On MOTION by Mr. Davenport, seconded by Mr. Revell, with all in favor, Resolution 2024-26, Authorizing the Disbursement of Funds, was approved.

S. Consideration of Resolution 2024-27, Ratifying Actions of District Staff in Noticing Landowners Meeting

Mr. Oliver stated that this Landowner's meeting was noticed in the local paper, and they met all the requirements for noticing it.

On MOTION by Mr. Revell, seconded by Mr. Davenport, with all in favor, Resolution 2024-27, Ratifying Actions of District Staff in Noticing Landowners Meeting, was approved.

T. Appointment of Audit Committee

Mr. Oliver stated that as a unit of government in Florida, they were required to have an independent financial audit conducted each year. To select the audit firm, they need to go through the RFP as required by Chapter 218. He explained that they typically have the Board members serve as members of the Audit Committee.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, Appointing the Board of Supervisors as the Audit Committee, was approved.

SIXTH ORDER OF BUSINESS

Capital Improvements

A. Appointment of Financing Team

1. Bond Counsel

a. Consideration of Resolution 2024-28, Appointing Bond Counsel

Mr. Oliver presented Resolution 2024-28 to the Board stating that this appoints Peter Dame of Akerman, LLP. Ms. Kilinski informed the Board that Akerman had provided bond counsel services on projects before. She noted that their fee would be paid out of the cost of issuance and would only come into play once bonds were issued and closed.

On MOTION by Mr. Odom, seconded by Mr. Davenport, with all in favor, Resolution 2024-28, Appointing Peter Dame of Akerman, LLP as Bond Counsel, was approved.

2. Investment Banker**a. Consideration of Resolution 2024-29, Appointing an Investment Banker**

Mr. Oliver presented Resolution 2024-29 to the Board. He stated that this resolution appoints FMS bonds, Jon Kessler, as the investment banker.

On MOTION by Mr. Odom seconded by Mr. Davenport, with all in favor, Resolution 2024-29, Appointing FMS Bonds, Jon Kessler, as the Investment Banker, was approved.

3. Assessment Administrator

Mr. Oliver stated that GMS provides these services.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, GMS to be the Assessment Administrator, was approved.

4. Trustee

Mr. Oliver stated that the other Districts use US Bank to be the Trustee. The Board agreed to appoint US Bank as the Trustee.

On MOTION by Mr. Odom, seconded by Mr. Revell, with all in favor, Appointing US Bank as the Trustee, was approved.

B. Approval of Financing Team Funding Agreement

Ms. Kilinski explained that there were some pre-issuance costs that come through the District and this agreement says that they were authorized to be reimbursed as a cost of issuance upon the issuance of bonds. This is an agreement for the provision of funds to the extent that those funds are necessary pre-issuance and then a provision that the Districts agrees and will refund the developer for the costs through a cost of issuance once bonds are closed. She stated that she would be happy to answer any questions.

On MOTION by Mr. Revell, seconded by Mr. Odom, with all in favor, the Financing Team Funding Agreement, was approved.

SEVENTH ORDER OF BUSINESS Financing Matters**A. Consideration of Master Engineer's Report**

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

B. Consideration of Master Assessment Methodology Report

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

C. Consideration of Resolution 2024-30, Declaring Special Assessments and Setting a Public Hearing

Mr. Oliver presented this item to the Board, and it was decided to table this item now and it will be considered at the November 14, 2023 meeting at 1:00 p.m.

EIGHTH ORDER OF BUSINESS Other Business**A. Staff Reports****1. Attorney****a. Presentation of E-Verify Memorandum**

Ms. Kilinski explained the E-Verify memorandum stating that special Districts were now included in the requirements for E-Verify. Any District contract, they will see language in the contract that requires their contractor to submit to E-Verify for all persons that are performing services on behalf of the District. She further explained that this memorandum provides that framework so that they understand when they see those provisions, what it means in real life. She was happy to answer any questions. She noted that she looked forward to working with them on this project.

2. Manager

Mr. Oliver had nothing to report unless there were any questions. He noted that GMS was thrilled to be working on this project.

B. Supervisors Requests

There being no comments, the next item followed.

460 **NINTH ORDER OF BUSINESS** **Adjournment**

461 Mr. Oliver stated the next scheduled meeting is November 14, 2023 at 1:00 p.m. at this
462 location. Mr. Oliver adjourned the meeting.

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464 On MOTION by Mr. Revell, seconded by Mr. Davenport, with all in
465 favor, the meeting was adjourned.

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471 Secretary/Assistant Secretary

Chairman/Vice Chairman

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