

***Kepler Road  
Community Development District***

***Agenda***

***February 12, 2024***

# AGENDA

*Kepler Road*  
*Community Development District*

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

February 5, 2024

Board of Supervisors  
Kepler Road  
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Kepler Road Community Development District will be held **Monday, February 12, 2024, at 11:00 AM the Gateway Center of the Arts, 880 Hwy 17, DeBary, FL 32713**. Following is the advance agenda for the regular meeting:

**Landowners' Meeting**

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purpose of Conducting Landowners' Meeting
4. Nominations for the Positions of Supervisors (5)
5. Casting of Ballots
6. Tabulation of Ballots and Announcement of Results
7. Adjournment

**Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Administration of Oaths of Office to Newly Elected Supervisors
  - B. Consideration of Resolution 2024-26 Canvassing and Certifying the Results of the Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2024-27 Electing Officers
4. Approval of Minutes of the December 11, 2023 Board of Supervisors Meeting
5. Public Hearings
  - A. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments
    - i. Presentation of Affidavit of Publication of Notice
    - ii. Public Comment and Board Discussion

- iii. Consideration of Resolution 2024-28 Expressing the District’s Intent to Utilize the Uniform Method of Collection
  - B. Public Hearing on the Adoption of District Rules of Procedure
    - i. Presentation of Affidavit of Publications of Notice of Rule Development and Rulemaking
    - ii. Public Comment and Board Discussion
    - iii. Consideration of Resolution 2024-29 Adopting the Rules of Procedure
  - C. Public Hearing on the Adoption of the Fiscal Year 2024 Budget
    - i. Presentation of Affidavit of Publication of Notice
    - ii. Public Comment and Board Discussion
    - iii. Consideration of Resolution 2024-30 Adopting the District’s Fiscal Year 2024 Budget and Appropriating Funds
- 6. Financing Matters
  - A. Consideration of the Master Engineer’s Report
  - B. Consideration of the Master Assessment Methodology
  - C. Consideration of Resolution 2024-31 Declaring Special Assessments
  - D. Consideration of Resolution 2024-32 Setting a Public Hearing for Special Assessments
  - E. Consideration of Resolution 2024-33 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings
- 7. Ranking of Proposals for District Engineering Services and Authorization to Issue Notice of Intent to Award and Enter Negotiations with Number-One Ranked Firm
- 8. Staff Reports
  - A. Attorney
    - i. Ratification of Revised District Counsel Agreement with Kutak Rock
  - B. Engineer
  - C. District Manager’s Report
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

# LANDOWNER'S MEETING

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

DATE OF LANDOWNERS' MEETING:       **February 12, 2024**  
TIME:                                       **11:00 A.M.**  
LOCATION:                                   **Gateway Center for the Arts**  
  **880 Highway 17**  
  **Debary, Florida 32713**

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

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

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

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

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

**BOARD OF SUPERVISORS  
MEETING**

# SECTION III



# SECTION B

**RESOLUTION 2024-26**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

**WHEREAS**, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

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

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

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

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____
_____	Seat 3	Votes _____
_____	Seat 4	Votes _____
_____	Seat 5	Votes _____

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

_____	4 Year Term
_____	4 Year Term
_____	2 Year Term
_____	2 Year Term
_____	2 Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 12th day of February 2024.

ATTEST:

**KEPLER ROAD COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of Supervisors

# SECTION D

**RESOLUTION 2024-27**

**A RESOLUTION ELECTING THE OFFICERS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT, CITY OF DELAND, FLORIDA.**

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

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

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

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

Chairperson	<u>Anthony Iorio</u>
Vice Chairperson	<u>Doug Beasley</u>
Secretary	<u>George Flint</u>
Assistant Secretary	<u>Jason Lonas</u>
Assistant Secretary	<u>Duane Rocky Owen</u>
Assistant Secretary	<u>Tom Franklin</u>
Assistant Secretary	<u></u>
Treasurer	<u>Jill Burns</u>
Assistant Treasurer	<u>Katie Costa</u>
Assistant Treasurer	<u>Darrin Mossing Sr.</u>

**PASSED AND ADOPTED** this 12th day of February 2024.

ATTEST:

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

# MINUTES

**MINUTES OF MEETING  
KEPLER ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

The Organizational meeting of the Board of Supervisors of the Kepler Road Community Development District was held Monday, **December 11, 2023** at 2:00 p.m. at Gateway Center for the Arts, 880 Highway 17, DeBary, Florida.

Present and constituting a quorum:

Tony Iorio	Chairman
Tom Franklin	Assistant Secretary
Duane “Rocky” Owen	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Sarah Sandy	District Counsel
Scott Fortier	District Engineer, Kelly, Collins & Gentry, Inc.
Scott Stuart	District Engineer, Kelly, Collins & Gentry, Inc.
Sara Zare	MBS

**FIRST ORDER OF BUSINESS**

**Introduction**

**A. Roll Call**

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum.

**B. Public Comment Period**

Mr. Flint stated that there were no members of the public present.

**C. Oath of Office**

Mr. Flint stated this is the initial meeting so the oath of office was taken by the three Board members.

**SECOND ORDER OF BUSINESS**

**Organizational Matters**

**A. Confirmation of Notice of Meeting**

Mr. Flint stated this is in the agenda and the affidavit of notice was advertised in the Orlando Sentinel on December 1<sup>st</sup>.

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

**C. Election of Officers**

**1. Resolution 2024-01 Appointing Officers**

Mr. Flint stated that this resolution elects the Chair, Vice Chair, Secretary, Treasurer, Assistant Secretaries and Assistant Treasures. Each seat can be handled individually or the Board can make a motion to elect a slate of officers. Mr. Iorio nominated himself for Chair Person and Doug Beasley for Vice Chairperson. Mr. Flint stated he has traditionally served as secretary and asked if that is acceptable. Mr. Iorio noted yes sir. The other three Board members are Assistant Secretaries. Mr. Flint asked for consideration of making Jill Burns treasurer and Katie Costa and Darrin Mossing Assistant Treasures.

On MOTION by Mr. Iorio, seconded by Mr. Franklin, with all in favor, Resolution 2024-01 Appointing Officers with Mr. Tony Iorio as Chair, Mr. Doug Beasley as Vice Chair, the remaining Supervisors as Assistant Secretaries, and Mr. George Flint as Secretary, Ms. Jill Burns as Treasurer, and Katie Costa and Darrin Mossing as Assistant Treasurer, was approved.

**THIRD ORDER OF BUSINESS**

**Retention of District Staff**

**A. Consideration of Agreement for District Management Services**

**1. Consideration of Resolution 2024-02 Appointing District Manager**

Mr. Flint stated the agreement is attached to the resolution.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2024-02 Appointing District Manager, Financial Disclosure Coordinator, Assessment Consultant, and Designated Investment Representative, was approved.



**B. Consideration of Agreement for District Counsel Services**

**1. Consideration of Resolution 2024-03 Appointing District Counsel**

Mr. Flint stated this names Kutak Rock as District Counsel and their engagement letter is attached to the resolution. Ms. Sandy stated updates need to be made to the form of agreement and suggested that they approve the resolution with the fee agreement in substantial form.

On MOTION by Mr. Iorio, seconded by Mr. Franklin, with all in favor, Resolution 2024-03 Appointing District Counsel, was approved with the fee agreement in substantial form.

**C. Consideration of Agreement Interim District Engineering**

**1. Consideration of Resolution 2024-04 Appointing Interim District Engineer**

Mr. Flint stated engineering services falls under the Consultants Competitive Negotiation Act so we will need to bid that out but this would retain the Engineer as the interim, Kelly, Collins & Gentry with Sean Fortier as interim District Engineer. Their agreement as well as standard fees are attached.

On MOTION by Mr. Iorio, seconded by Mr. Franklin, with all in favor, Resolution 2024-04 Appointing Interim District Engineer, was approved.

**D. Request Authorization to Issue RFQ for Engineering Services**

Mr. Flint asked for a motion to authorize them to issue an RFQ for Engineering Services.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, the Authorization to Issue RFQ for Engineering Services, was approved.

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

Mr. Flint stated this resolution makes Sarah Sandy the Registered Agent and her office in Tallahassee is the Registered office.

On MOTION by Mr. Iorio, seconded by Mr. Franklin, with all in favor, Resolution 2024-05 Selection of Registered Agent and Office, was approved.

**FOURTH ORDER OF BUSINESS**

**Designation of Meetings and Hearing Dates**

**A. Consideration of Resolution 2024-06 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024**

Mr. Flint stated this designates the regular monthly meeting date, time and location for FY24. He asked if the second Monday would work for everyone at 2:00 or change the time. Mr. Iorio stated the second Monday at 11:00 a.m. would be good.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2024-06 Designation of Regular Monthly Meeting Date, Time, and Location for the Fiscal Year 2024 for the second Monday of Each Month at 11:00 a.m. in the Same Location, was approved.

**B. Consideration of Resolution 2024-07 Designation of Landowner’s Meeting Date, Time, and Location**

Mr. Flint stated the original landowner’s election has to be held within 90 days of formation. There will be a number of public hearings that require 29 to 30 days of notice so we typically skip a month and would schedule those for February. The landowner’s election could be in February and meet the 90 days which would be February 12<sup>th</sup> at 11:00 a.m. in this location.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2024-07 Designation of Landowner’s Meeting for February 12, 2024 at 11:00 a.m., at same location, was approved.

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

**1. Consideration of Resolution 2024-08 Setting a Public Hearing to Consider the Proposed Rules of the District**

Mr. Flint stated the standard set of rules are in the agenda and adopting those rules requires the District to have a rule hearing that requires a 29 and 28 day notice. Those will be run in the paper and recommend the rule hearing be set for the February 12<sup>th</sup> meeting at 11:00.

On MOTION by Mr. Iorio, seconded by Mr. Franklin with all in favor, Resolution 2024-08 Setting the Public Hearing for, February 12, 2024 at 11:00 a.m. at the Same Location, was approved.

**D. Designation of Dates of Public Hearing on the Budget for Fiscal Year 2024**

**1. Consideration of Resolution 2024-09 Setting the Public Hearing and Approving the Proposed Budget for Fiscal Year 2024**

Mr. Flint stated this is setting the public hearing date for the FY24 budget. Since the District was just created, you are adopting a budget after the beginning of the fiscal year. This approves a proposed budget for Fiscal Year 2024. This resolution and proposed budget are included in the agenda packet, standard prorated admin budget for the first year and contemplates a funding agreement. The February 12<sup>th</sup> meeting is recommended for this.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2024-09 Setting the Public Hearing for February 12, 2024 at 11:00 a.m. at the same location and Approving the Proposed Budget for Fiscal Year 2024 Budget, was approved.

**2. Approval of the Fiscal Year 2024 Budget Funding Agreement**

Mr. Flint stated this would be the funding source for the budget that was just approved. That budget, the legal description and the boundaries of the District will be attached to the Funding Agreement and the developer would be obligated for the actual cost. It is with TLC Trinity Gardens, LLC.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Fiscal Year 2024 Budget Funding Agreement, was approved.

**E. Consideration of Resolution 2024-10 Setting Date of Public Hearing Expressing the District’s Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes**

Mr. Flint stated this sets the date of the public hearing to express the Districts intent to utilize the Uniform Collection Method. This allows us to use the tax bill to collect the debt service and O&M assessments. It requires four notices to be run in consecutive weeks so the February 12<sup>th</sup> meeting at 11:00 is recommended.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2024-10 Setting the Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in Accordance with Section 197.3632, Florida Statutes for February 12, 2024 at 11:00 a.m. in the same location, was approved.

**FIFTH ORDER OF BUSINESS**

**Other Organizational Matters**

**A. Consideration of Resolution 2024-11 Designating a Qualified Public Depository**

Mr. Flint stated this is the bank where the operating account would be. Truist is recommended.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2024-11 Designating a Qualified Public Depository, was approved.

**B. Consideration of Resolution 2024-12 Authorization of Bank Account Signatories**

Mr. Flint stated the Board authorizes the Secretary, Treasurer and Assistant Treasurers to be signers on the Districts bank account.

On MOTION by Mr. Iorio seconded by Mr. Owen, with all in favor, Resolution 2024-12 Authorization of Bank Account Signatories, was approved.

**C. Consideration of Resolution 2024-13 Relating to Defense of Board Members**

Ms. Sandy stated this resolution provides the Districts intent to provide indemnification, support, and legal defense for the Board and District officers and staff for actions taken within the scope of each's roles and functions. Representation by the District would relate to any actions or omissions taken in good faith in the scope of the office. It would not extend or apply to any action taken in bad faith or with malicious intent. Section 8 discusses what to do if you were to receive a legal summons.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2024-13 Relating to Defense of Board Members, was approved.

**D. Consideration of Resolution 2024-14 Approving an Interlocal Agreement between the CDD and City of Deland**

Ms. Sandy noted the District is required by the City to enter into interlocal agreement with the City of Deland. She noted they negotiated the interlocal with the city which is an attachment to the resolution in the agenda package. Approving this agreement would approve the interlocal with the city in substantial form. The Interlocal agreement has to be provided back to the city within 60 days of the establishment of the District.

On MOTION by Mr. Iorio, seconded by Mr. Franklin, with all in favor, Resolution 2024-14 Approving an Interlocal Agreement between the CDD and City of Deland, was approved.

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

**1. Notice of Establishment**

Mr. Flint stated this authorizes District Counsel to record the notice of establishment. He noted they received the executed copy of the ordinance today. It has not been recorded yet but this resolution would authorize counsel to record it. He stated the Chair will sign that resolution and he will sign the notice and get it to Sarah.

On MOTION by Mr. Franklin, seconded by Mr. Iorio, with all in favor, Resolution 2024-15 Approving District Counsel’s Actions in Recording the Property Records of Volusia County, Florida the Notice of Establishment in Accordance with Chapter 190.0485, Florida Statutes, was approved.

**F. Consideration of Resolution 2024-16 Adopting Investment Guidelines**

Mr. Flint stated this adopts the alternative investment guidelines. The District could create its own investment policy or default to the alternative investment guidelines which are in the statute. This restricts investments to local governments Surplus Trust Funds.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2024-16 Adopting Investment Guidelines, was approved.

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

Mr. Flint presented Resolution 2024-17 Authorizing Execution of Public Depositor and asked for a motion to approve it.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2024-17 Authorizing Execution of Public Depositor Report, was approved.

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

Mr. Flint stated the main reason for this policy is for the Board to adopt a policy that ensures the District takes public comment before any action is made. This lays out how this is done as well as provides for a public decorum policy for meetings.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2024-18 Designating a Policy for Public Comment, was approved.

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

Mr. Flint stated this mirrors the statutory per diem and mileage reimbursement policy for the District.

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

**J. Consideration of Resolution 2024-20 Adopting Prompt Payment Policy**

Mr. Flint presented Resolution 2024-20 Adopting Prompt Payment Policy and asked for any questions on this policy.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2024-20 Adopting Prompt Payment Policy, was approved.

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

Mr. Flint stated this provides for two options. Option one would provide for a schedule that allows the District to dispose of certain public documents after different time periods. Option two says they will keep all records. He recommended initially adopting option two and later on amending that to allow for destruction of records.

On MOTION by Mr. Franklin, seconded by Mr. Iorio, with all in favor Resolution 2024-21 Adopting a Records Retention Policy, Option 2, was approved.

**L. Consideration of Compensation to Board Members**

Mr. Flint noted the Board is entitled to \$200 per meeting up to a maximum of \$4,800 per year. Board members may choose to waive compensation. He asked if each Board could say whether they accept or waive. Mr. Iorio waived. Mr. Owen and Mr. Franklin accepted.

**M. Consideration of Resolution 2024-22 Designating the Primary Administrative Office and Principal Headquarters of the District**

Mr. Flint stated the primary administrative office would be the office at 219 East Livingston St. in Orlando. He asked for a motion to approve designating this office.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2024-22 Designating the Primary Administrative Office and Principal Headquarters of the District, was approved.

**N. Consideration of Resolution 2024-23 Selecting District Records Office within Volusia County**

Mr. Flint asked the Board to defer this until the February meeting.

**O. Consideration of Website Services Agreement**

Mr. Flint stated this is with a company used in the other Districts to create an ADA compliant website and would recommend you approve the actual creation.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, the Website Services Agreement, was approved.

**P. Consideration of Resolution 2024-24 Authorizing Chairperson or Vice Chairperson to Execute Plats, Permits and Conveyances**

Ms. Sandy stated this resolution provides that the Chair and or Vice Chair can approve plats, permits and things that need to be addressed between Board meetings after reviewed by the District Engineer and District Counsel.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Resolution 2024-24 Authorizing Chairperson or Vice Chairperson to Execute Plats Permits and Conveyances, was approved.

**Q. Consideration of Resolution 2024-25 Authorizing Use of Electronic Signatures**

Mr. Flint stated this allows the District to use DocuSign for most of their documents.

On MOTION by Mr. Franklin, seconded by Mr. Iorio, with all in favor, Resolution 2024-25 Authorizing Use of Electronic Signatures, was approved.

**SIXTH ORDER OF BUSINESS**

**Capital Improvements**

**A. Appointment of Financing Team**

**1. Bond Counsel**

Ms. Sandy stated Cythnia had a conflicting meeting but noted she had worked with them on several Districts. Mr. Flint noted that she is with Nabors, Giblin & Nickerson and there is a proposed agreement with them in the agenda to serve as Bond Counsel.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Appointing Nabors, Giblin & Nickerson as the District’s Bond Counsel and the Bond Counsel Fee Agreement, was approved.

**2. Underwriter**

Mr. Flint noted next is engagement of the underwriter and the agreement for underwriting services with MBS Capital Markets.

On MOTION by Mr. Franklin, seconded by Mr. Iorio, with all in favor, Appointing MBS Capital Markets as the Underwriter and the Underwriting Services Agreement, was approved.



**3. Assessment Administrator**

Mr. Flint noted the Assessment Administrator is handled under the District Manager’s Agreement so no additional action is required on that.

**4. Trustee**

Mr. Flint stated in order to validate the bonds, a Trustee has to be designated. This is normally taken care of at the initial meeting. There is a proposed agreement with US Bank in the agenda to serve as Trustee.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, Appointing the US Bank Trust Company, National Association as Trustee and US Bank’s agreement, was approved.

**B. Approval of Financing Team Funding Agreement**

Mr. Flint stated many of the professionals get paid out of the cost of issuance when bonds are actually issued. They work on a contingent basis, bond counsel, underwriter and Trustee would not get paid unless we issue bonds.

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the Financing Team Funding Agreement, was approved.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

**A. Staff Reports**

**i. Attorney**

Ms. Sandy stated that she had nothing more for the Board but would be happy to answer any questions.

**ii. Engineer**

Mr. Fortier asked about their agreement, if adjustments can be made to it. Mr. Flint stated it was approved in substantial form so if the District Engineer reviews it and has comments, those can be given to him or Sarah.

**B. Supervisor’s Requests**

Mr. Owen stated that him and Mr. Franklin have had trouble using the state site for the ethics training and would like for Mr. Flint to look into conducting one at his office. Mr. Flint noted that they are looking at options on that and Sarah from Kutak will be sending a memo. Ms. Sandy stated the ethics training doesn't have to be reported on your Form 1 until July 1, 2025.

**C. Approval of Funding Request No. 1**

Mr. Flint presented Funding Request No.1 to be able to open the District's bank account, bond issuance, etc.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Funding Request No. 1, was approved.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Franklin, seconded by Mr. Owen, with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION V

# SECTION A

# SECTION 1

Published Daily  
ORANGE County, Florida

**Sold To:**

Kepler Road Community Development District - CU80172466  
219 E Livingston St  
Orlando, FL 32801

**Bill To:**

Kepler Road Community Development District - CU80172466  
219 E Livingston St  
Orlando, FL 32801

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized  
representative of the ORLANDO SENTINEL, a DAILY newspaper  
published in ORANGE County, Florida; that the attached copy of  
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on Jan 11, 2024; Jan 18, 2024;  
Jan 25, 2024; Feb 01, 2024.

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



**Rose Williams**

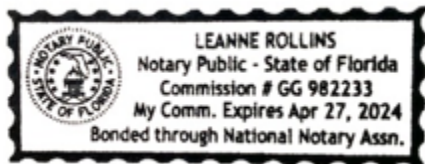
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 2 day of February, 2024,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

**KEPLER ROAD COMMUNITY DEVELOPMENT  
DISTRICT NOTICE OF THE DISTRICT'S  
INTENT TO USE THE UNIFORM METHOD OF  
COLLECTION OF NON-AD VALOREM SPECIAL  
ASSESSMENTS**

Notice is hereby given that the Kepler Road Community Development District (the "District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on February 12, 2024, at 11:00 a.m. at the Gateway Center for the Arts, 880 Highway 17, DeBary, Florida 32713.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (the "Uniform Method") to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services, and improvements within and without the boundaries of the District, to consist of, among other things, roadway improvements, utility improvements, stormwater management facilities, landscape and irrigation improvement, and/or any other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Manager's office at 219 East Livingston Street, Orlando, Florida 32801, 407-841-5524, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Manager's Office.

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

George Flint  
District Manager  
1/11 1/18 1/25 2/01/2023 7562325

# SECTION 3



## RESOLUTION 2024-28

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Kepler Road Community Development District (“District”) was established pursuant to the provisions of Chapter 190, *Florida Statutes* (“Act”), which authorizes the District to levy certain special assessments pursuant to Chapter 170, 190, and 197 *Florida Statutes*, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

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

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

**SECTION 1.** The District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the uniform method of collecting special assessments imposed by the District as provided in Chapters 170, 190, and 197, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, in order to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain District services, facilities, and infrastructure, paying principal and interest on any and all of its indebtedness or for any other purpose permitted by the Act. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District’s Secretary is authorized to provide the Property Appraiser and Tax Collector of Volusia County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 12th day of February 2024.

ATTEST:

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Legal Description

## EXHIBIT A

### PARCEL 1:

The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

### PARCEL 2:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

### PARCEL 3:

The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

### PARCEL 4:

The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

### PARCEL 5:

The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

Being more particularly described as follows:

BEGIN at the Southwest corner of the Southeast 1/4 of Section 14, Township 17 South, Range 30 East Volusia County, Florida, said point being the beginning of a non-tangent curve concave Northerly and having a radius of 1275.00 feet: thence from a tangent bearing of South 89 degrees 32 minutes 15 seconds West run Westerly 207.55 feet along the arc of said curve through a central angle of 09 degrees 19 minutes 36 seconds to the end of said curve; thence North 81 degrees 09 minutes 12 seconds West 637.04 feet to the beginning of a non-tangent curve concave Southerly and having a radius of 3050.00 feet; thence from a tangent bearing of North 81 degrees 08 minutes 08 seconds West run Westerly 506.97 feet along the arc of said curve through a central angle of 09 degrees 31 minutes 25 seconds to the end of said curve; thence South 89 degrees 19 minutes 34 seconds West 1211.37 feet to a point on the East right of way line of South Blue Lake Avenue per Deed Book 306, Page 251 of the Public Records of Volusia County, Florida

and Volusia County right of way map Project 1358; thence North 01 degrees 03 minutes 38 seconds West 481.81 feet along said right of way line to a point on the North boundary of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 14; thence South 89 degrees 06 minutes 10 seconds West 100.00 feet along said right of way line and said North boundary to a point on the West boundary of said Southwest 1/4 of said Section 14; thence North 01 degrees 03 minutes 38 seconds West 646.42 feet along said right of way line and said West boundary to the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence North 88 degrees 52 minutes 47 seconds East 1326.35 feet along said right of way line and the North boundary of said Southwest 1/4 of the Southwest 1/4 to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 00 degrees 59 minutes 38 seconds West 1303.17 feet along the West boundary of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 26 minutes 03 seconds East 663.96 feet along the North boundary of said Southwest 1/4 to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence South 00 degrees 57 minutes 39 seconds East 654.17 feet along the East boundary of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 to the Southeast corner of said Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4; thence North 88 degrees 39 minutes 25 seconds East 663.56 feet along the North boundary of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14 to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 14; thence North 88 degrees 42 minutes 33 seconds East 667.07 feet along the North boundary of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 00 degrees 56 minutes 00 seconds West 659.89 feet along the West boundary of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4; thence North 88 degrees 26 minutes 21 seconds East 667.04 feet along said North boundary of said Southeast 1/4 to the Northeast corner of the East 1/2 of said Northwest 1/4 of the Southeast 1/4; thence South 00 degrees 56 minutes 16 seconds East 1326.08 feet along the East boundary of said East 1/2 of the Northwest 1/4 of the Southeast 1/4 to the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 14; thence North 88 degrees 58 minutes 45 seconds East 592.01 feet along the North boundary of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 14 to a point on the West right of way line of West Volusia Beltline (Kepler Avenue) as recorded in Official Records Book 7707, Page 4683 of the Public Records of Volusia County, Florida, said point being the beginning of a non-tangent curve concave Westerly and having a radius of 3900.00 feet: thence from a tangent bearing of South 00 degrees 13 minutes 16 seconds East run Southerly 67.02 feet along the arc of said curve and said West right of way line through a central angle of 00 degrees 59 minutes 05 seconds to the end of said curve; thence South 00 degrees 13 minutes 16 seconds East 893.07 feet along said right of way line to the Northeast corner of that certain parcel of land described and recorded in Official Records Book 3897, Page 2485 of the Public Records of Volusia County, Florida; thence South 89 degrees 46 minutes 43 seconds West 300.00 feet along the North boundary of said lands to the Northwest corner of said lands; ; thence South 00 degrees 13 minutes 16 seconds East 307.91 feet along the West boundary of said lands to the Southwest corner of said lands; thence North 89 degrees 31 minutes 01 seconds East 300.00 feet along the South boundary of said lands to the Southeast corner of said lands and a point on the aforesaid West right of way line; thence South 00 degrees 13 minutes 16 seconds East 64.56 feet along

said right of way line; thence South 00 degrees 14 minutes 26 seconds East 0.44 feet along said right of way line to a point on the South boundary of said Southeast 1/4 of Section 14; thence South 89 degrees 31 minutes 09 seconds West 1691.41 feet along said South boundary to the Southeast corner of that certain parcel of land described and Recorded in Official Records Book 4317, Page 2773 of the Public Records of Volusia County, Florida; thence along the boundary of said parcel of land the following 7 courses and distances: thence North 00 degrees 54 minutes 31 seconds West 373.75 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence North 00 degrees 54 minutes 31 seconds West 335.00 feet; thence South 89 degrees 05 minutes 29 seconds West 290.00 feet; thence South 00 degrees 54 minutes 31 seconds East 335.00 feet; thence North 89 degrees 05 minutes 29 seconds East 107.50 feet; thence South 00 degrees 54 minutes 31 seconds East 373.19 feet to a point on said South boundary of the Southeast 1/4; thence South 89 degrees 31 minutes 09 seconds West 141.01 feet along said South boundary to the Point of Beginning.

CONTAINING: 183.926 acres, more or less.

# SECTION B

# SECTION 1

Published Daily  
ORANGE County, Florida

**Sold To:**

Kepler Road Community Development District - CU80172466  
219 E Livingston St  
Orlando, FL 32801

**Bill To:**

Kepler Road Community Development District - CU80172466  
219 E Livingston St  
Orlando, FL 32801

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized  
representative of the ORLANDO SENTINEL, a DAILY newspaper  
published in ORANGE County, Florida; that the attached copy of  
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on Jan 11, 2024.

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



**Rose Williams**

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 12 day of January, 2024,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped



## **NOTICE OF RULE DEVELOPMENT BY THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, Florida Statutes, the Kepler Road 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, 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 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. The specific laws implemented in the Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.3146, 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.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, Phone: (407) 841-5524.

George Flint, District Manager  
Kepler Road Community Development  
District  
1/11/2023 7562866

7562866

Published Daily  
ORANGE County, Florida

**Sold To:**

Kepler Road Community Development District - CU80172466  
219 E Livingston St  
Orlando, FL 32801

**Bill To:**

Kepler Road Community Development District - CU80172466  
219 E Livingston St  
Orlando, FL 32801

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized  
representative of the ORLANDO SENTINEL, a DAILY newspaper  
published in ORANGE County, Florida; that the attached copy of  
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on Jan 12, 2024.

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



**Rose Williams**

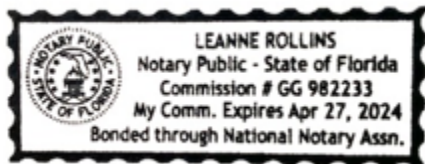
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 13 day of January, 2024,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

## **KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors ("Board") of the Kepler Road Community Development District ("District") on February 12, 2024, at 11:00 a.m. at the Gateway Center of the Arts, 880 Hwy 17, DeBary, FL 32713.

In accord 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 the Orlando Sentinel on January 11, 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, competitive purchase including procedures 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. The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.3146, 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.

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office at Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, 407-841-5524 ("District Manager's Office").

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 twentyone (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 hearing because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1800-955-8770 for aid in contacting the District Manager's Office.

George Flint, District Manager  
1/12/2023 7562866

7562895

# SECTION 3

**RESOLUTION 2024-29**

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

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

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

**WHEREAS**, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

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

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

**SECTION 1.** The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 12th day of February 2024.

**ATTEST:**

**KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Rules of Procedure

**EXHIBIT A**  
RULES OF PROCEDURE

**RULES OF PROCEDURE  
KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF FEBRUARY 12, 2024**

**TABLE OF CONTENTS**

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting. ....	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. ....	7
Rule 1.3	Public Meetings, Hearings, and Workshops. ....	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings. ....	16
Rule 3.0	Competitive Purchase. ....	22
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act. ....	27
Rule 3.2	Procedure Regarding Auditor Selection. ....	31
Rule 3.3	Purchase of Insurance. ....	35
Rule 3.4	Pre-qualification.....	37
Rule 3.5	Construction Contracts, Not Design-Build. ....	42
Rule 3.6	Construction Contracts, Design-Build. ....	46
Rule 3.7	Payment and Performance Bonds. ....	51
Rule 3.8	Goods, Supplies, and Materials. ....	52
Rule 3.9	Maintenance Services. ....	56
Rule 3.10	Contractual Services. ....	59
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.....	60
Rule 4.0	Effective Date. ....	63



**Rule 1.0      General.**

- (1) The Kepler Road Community Development District (the “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 (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) 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 (the “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, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication 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. 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 (407) 841-5524. 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.”
- (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 available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
  
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
  
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:



- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

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

(11) Petitions to Challenge Existing Rules.

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

- (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

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

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
  
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.



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

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

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

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
  
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
  - (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
  - (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
  - (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

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

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

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

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

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

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

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.



- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.

**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

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

**Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
  - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

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



**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified



Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

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

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

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
  
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
  
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

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

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

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

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

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

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) 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 February 12, 2024, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

# SECTION C

# SECTION 1



Published Daily  
ORANGE County, Florida

**Sold To:**

Kepler Road Community Development District - CU80172466  
219 E Livingston St  
Orlando, FL 32801

**Bill To:**

Kepler Road Community Development District - CU80172466  
219 E Livingston St  
Orlando, FL 32801

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized  
representative of the ORLANDO SENTINEL, a DAILY newspaper  
published in ORANGE County, Florida; that the attached copy of  
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on Jan 22, 2024; Jan 29, 2024.

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



**Rose Williams**

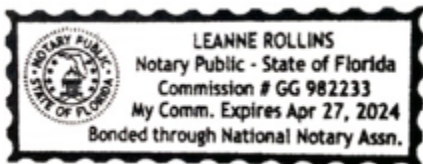
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 30 day of January, 2024,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

**KEPLER ROAD COMMUNITY DEVELOPMENT  
DISTRICT NOTICE OF PUBLIC HEARING TO  
CONSIDER THE ADOPTION OF THE FISCAL  
YEAR 2023/2024 BUDGET AND NOTICE  
OF REGULAR BOARD OF SUPERVISORS'  
MEETING.**

The Board of Supervisors ("Board") of the Kepler Road Community Development District ("District") will hold a public hearing on February 12, 2024, at 11:00 a.m. at the Gateway Center for the Arts, 880 Highway 17, DeBary, Florida 32713, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the remainder of the fiscal year ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 219 East Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

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

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

George Flint  
District Manager  
1/22 1/29/2024 7567271

7567271

# SECTION 3

## RESOLUTION 2024-30

**THE ANNUAL APPROPRIATION RESOLUTION OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Kepler Road Community Development District (“**District**”) was established pursuant to Ordinance No. 2023-27 of the City Commission of City of DeLand, Florida, which became effective on November 20, 2023; and

**WHEREAS**, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the District a proposed budget (“**Proposed Budget**”) for the remainder of the fiscal year ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

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

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

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

**SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes (“Adopted Budget”)*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Kepler Road Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$ 104,844 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ <u>104,844</u>
TOTAL ALL FUNDS	\$ <u>104,844</u>

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.

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

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

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

**PASSED AND ADOPTED THIS 12th DAY OF FEBRUARY 2024.**

ATTEST:

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** FY 2023/2024 Budget

***Kepler Road***  
***Community Development District***

***Proposed Budget***  
***FY2024***



# Table of Contents

**1** General Fund

**2-3** General Fund Narrative



# Kepler Road

## Community Development District

### Proposed Budget

### General Fund

Description	Proposed Budget FY2024
<b><u>Revenues</u></b>	
Developer Contributions	\$ 104,844
<b>Total Revenues</b>	<b>\$ 104,844</b>
<b><u>Expenditures</u></b>	
<i>General &amp; Administrative</i>	
Supervisor Fees	\$ 10,000
FICA Expenditures	\$ 765
Engineering	\$ 12,500
Attorney	\$ 20,833
Management Fees	\$ 33,333
Information Technology	\$ 1,500
Website Maintenance **	\$ 2,750
Telephone	\$ 250
Postage & Delivery	\$ 833
Insurance	\$ 5,000
Printing & Binding	\$ 833
Legal Advertising	\$ 12,500
Other Current Charges	\$ 2,500
Office Supplies	\$ 521
Travel Per Diem	\$ 550
Dues, Licenses & Subscriptions	\$ 175
<b>Total Expenditures</b>	<b>\$ 104,844</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>

\* This budget is prorated from December 2023 to September 2024.

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

# Kepler Road Community Development District General Fund Narrative

## **Revenues:**

### Developer Contributions

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

---

## **Expenditures:**

### **General & Administrative:**

#### Supervisor Fees

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

#### FICA Expenditures

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

#### Engineering

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

#### Attorney

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

#### Management Fees

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

#### Information Technology

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

# Kepler Road Community Development District General Fund Narrative

## Website Maintenance

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

## Telephone

Telephone and fax machine.

## Postage & Delivery

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

## Insurance

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

## Printing & Binding

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

## Legal Advertising

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

## Other Current Charges

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

## Office Supplies

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

## Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

## Dues, Licenses & Subscriptions

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

# SECTION VI

# SECTION A

# KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT DELAND, FLORIDA

## MASTER ENGINEER'S REPORT

PREPARED FOR:

TLC TRINITY GARDENS, LLC

Petitioner for the Establishment of the Kepler Road CDD

605 COMMONWEALTH AVENUE

ORLANDO, FL 32803

DATE:

**February 12, 2024**

PREPARED BY:



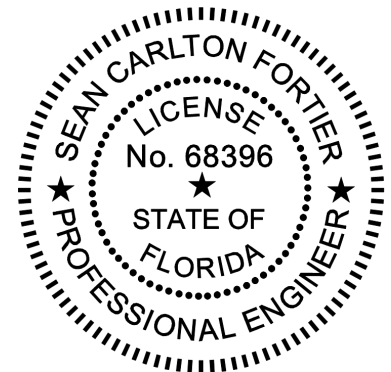
KELLY,  
COLLINS &  
GENTRY, INC.

1700 NORTH ORANGE AVENUE, SUITE 400

ORLANDO, FLORIDA 32804

P: (407) 898-7858 F: (407) 898-1488

CIVIL DISCIPLINE ONLY  
CERTIFICATION OF AUTHORIZATION  
NUMBER 00007350



**Sean C. Fortier, P.E.**

FLORIDA REGISTRATION 68396

**TABLE OF CONTENTS**

**Narrative ..... 3**

- 1. INTRODUCTION ..... 3
  - 1.1. Project Description ..... 3
  - 1.2. Purpose of Report..... 3
- 2. DISTRICT BOUNDARY AND PROPERTIES SERVED ..... 4
  - 2.1. District Boundary ..... 4
- 3. PROPOSED MASTER PROJECT INFRASTRUCTURE ..... 4
  - 3.1. Summary of the Proposed Master Project Infrastructure ..... 4
  - 3.2. Master Utilities System..... 4
  - 3.3. Master Stormwater Management System ..... 5
  - 3.4. Electrical Service System (Underground) ..... 6
  - 3.5. Conservation and Mitigation Areas ..... 6
  - 3.6. On-site Roadway Improvements ..... 6
  - 3.7. Off-site Roadway and Utility Improvements ..... 7
  - 3.8. Beresford Multi-Modal Trail ..... 7
  - 3.9. Trails, Common Area Landscape, Hardscape, and Irrigation..... 7
- 4. OPINION OF PROBABLE CONSTRUCTION COSTS ..... 8
- 5. PERMITTING STATUS ..... 8
- 6. ENGINEER’S CERTIFICATION ..... 9

**EXHIBIT A – Location Map .....10**

**EXHIBIT B – Master Site Plan .....11**

**EXHIBIT C-1 – Master Utility Plan - Potable Water System.....12**

**EXHIBIT C-2 – Master Utility Plan – Reclaimed Water System.....13**

**EXHIBIT C-3 – Master Utility Plan – Sanitary Sewer System .....14**

**EXHIBIT D-1 – Master Stormwater Plan – Collection & Treatment System .....15**

**EXHIBIT D-2 – Master Stormwater Plan - Post Development Basin Map.....16**

**EXHIBIT D-3 – Master Stormwater Plan - LID Stormwater System .....17**

**EXHIBIT E – Common Areas Plan.....18**

**EXHIBIT F – Existing and Proposed Land Uses .....19**

**EXHIBIT G – Future Land Use Map .....20**

**EXHIBIT H – Zoning Map .....21**

**EXHIBIT I – General Countywide Zoning Map .....22**

**EXHIBIT J-1 – Boundary and Topographic Survey.....23**

**EXHIBIT J-2 – Legal Description (Metes and Bounds) .....24**

**EXHIBIT K – Opinion of Probable Construction Costs .....25**



# Narrative

---

Developer:	TLC Trinity Gardens, LLC
Development Name:	Trinity Gardens
Project Name:	<b>Kepler Road Community Development District</b>
Location:	Northwest corner of S Kepler Road & E Beresford Avenue in the City of Deland, FL
Legal Description:	See Exhibits J-1 & J-2
Existing Use:	Woods/Undeveloped
Proposed Use:	Low Density Residential subdivision

---

## 1. INTRODUCTION

### 1.1. Project Description

Trinity Gardens (also referred to as the “Development” or “Community”) is an approximately 183.926 acres residential community located in the City of Deland, Florida (“City”), the general location and boundary of which is shown on Exhibit A. The Development is approved as a Planned Development (PD) with 543 single family homes and townhomes as shown on Exhibit B.

Kepler Road Community Development District (herein called the “District” or “CDD”) encompasses the entire 183.926 acres of the Development. The District will finance, construct, acquire, operate and/or maintain the public infrastructure necessary to support the development of the Community, as further described herein (“Capital Improvement” or “Master Project”). The legal description of the District boundaries can be seen in Exhibits J-1 and J-2. The Development, including the Master Project, will be built in phases. Four phases are presently planned for the Development with a unit mix as shown in Table 1.2 of this report. All or a portion of the Master Project improvements identified herein are expected to be financed from the proceeds of District special assessment bonds.

### 1.2. Purpose of Report

The purpose of this report is to provide a description of the Master Project, which will serve the 183.926 acres of the Community; the Master Project capital improvements to be constructed, acquired, and/or financed by the District; and an estimate of the costs of the Master Project.

**TABLE 1.2: PHASING SUMMARY**

Phase	50'	60'	Town Home	Total	Phase Area (AC)
1	66	40	0	106	62.97
2	85	0	118	203	43.63
3	104	55	0	159	43.93
4	85	0	0	75	32.39
<b>Total</b>	<b>330</b>	<b>95</b>	<b>118</b>	<b>543</b>	<b>183.92</b>





**2. DISTRICT BOUNDARY AND PROPERTIES SERVED**

**2.1. District Boundary**

Trinity Gardens Master Site Plan, attached as Exhibit B hereto, identifies the location and boundary of the property included within the District, as well as the anticipated phasing for the Community buildout. The Master Site Plan for the District will provide for multiple-type residential land uses and is located on the northwest corner of S Kepler Road/Dr. Martin Luther King Jr Beltway and E Beresford Ave in the City, Section 6, Township 18 South, and Range 31 East. The Community is bordered on the north by low density residential lots and wetlands. To the east, the Community is bordered by S Kepler Road/Dr. Martin Luther King Jr Beltway. S Kepler Road changes name to Dr. Martin Luther King Jr. Beltway at the E. Beresford Ave. To the south, the Community is bordered by the E Beresford Ave extension and across from that is the new residential development, Reserve at Victoria. To the west, the Community is bordered by Blue Lake Ave. See Exhibit F for proposed and surrounding existing land-uses.

**2.2. Description of Properties Served**

The Development is currently undeveloped, densely wooded, with thick brush. There is a large power line easement running through the center of the Development. The topography of the existing land is irregular with shallow depressions through-out. Some of the depressional areas have been identified as wetlands. The northeast corner of the Development abuts a larger wetland that connects with other properties to the north. Much of the wetlands will be placed in open space tracts with conservation easements in favor of St. Johns River Water Management District (“SJRWMD”) within the District.

**3. PROPOSED MASTER PROJECT INFRASTRUCTURE**

**3.1. Summary of the Proposed Master Project Infrastructure**

All properties inside the CDD will benefit from the Master Project’s capital improvements. The Master Project infrastructure will generally consist of the following systems to serve the Development:

**TABLE 3.1: PROPOSED FACILITIES**

<b>Facilities / Systems</b>	<b>Financing</b>	<b>Ownership</b>	<b>O&amp;M Entity</b>
Master Utility System (Onsite and Offsite) <i>Potable water, reclaimed water, and sanitary sewer systems</i>	District	City	City
Master Stormwater Management System	District	District	District
Electrical Service System (Underground)	District	Duke Energy	Duke Energy
Conservation/Mitigation Areas	District	District	District
On-site Roadway Improvements	District	City	City
Off-site Roadway Improvements	District	County	County
Beresford Multi-Modal Trail	District	District or City	District or City
Trails, Landscape, Hardscape & Irrigation*	District	CDD	CDD/HOA*

*Key: City = City of DeLand; County = Volusia County; HOA = a homeowner’s association.*

*\*Maintenance only, pursuant to an agreement with the District.*

**3.2. Master Utilities System**

The utility services to the Development are provided by the City including potable water, reclaimed water, and sanitary sewer services. The Master Project includes utilities within the rights-of-way of the internal roads within the Development and off-site at E Beresford Avenue and S Kepler Road.



The utility mains, collection systems, and utility services to serve the District are to be constructed or acquired by the District. The design of the potable water, reclaimed water, and sanitary sewer systems is in accordance with the criteria and guidelines of the City and the Florida Department of Environmental Protection (FDEP). The overall potable water system, reclaimed water system and sanitary sewer system are shown on the Master Utility Plans, Exhibits C-1, C-2, and C-3.

The *Potable Water System* will include mains along with the necessary valving, fire hydrants, and water services to the individual lots and development parcels (only those public portions located within the public right-of-way). It is anticipated that the potable systems will be financed by the District and later turned over to the City for ownership, operation, and maintenance.

The *Reclaimed Water System* will include mains along with necessary valving and services to the individual lots and development parcels (only those public portions located within the public right-of-way). Additionally, the system may include a reclaimed pond and pump system. It is anticipated that the reclaimed water system will be financed by the District and later turned over to the City for ownership, operation, and maintenance. If a reclaimed pond and pump system are necessary, the system may be owned by the District and operated and maintained by an HOA, pursuant to an agreement with the District.

The *Sanitary Sewer System* will include gravity sewer services, mains, and manholes. The sanitary sewers system will also include one (1) lift station located near the center of the Development with a proposed force-main connecting to an existing force-main on E Beresford Ave. It is anticipated that the sanitary sewer system will be financed by the District and later turned over to the City for ownership, operation, and maintenance.

### 3.3. Master Stormwater Management System

The master stormwater management system provides for the stormwater runoff treatment and attenuation through the use of manmade and natural retention and detention systems such as Stormwater Ponds and Existing Wetlands identified in Exhibit C-3 (collectively, the "treatment systems"). The runoff will be collected in curbs, inlets, and pipes (collectively, the "collection systems") to convey this runoff to the treatment system. See Exhibit D-1 for an overview of the collection and treatment systems. The City, Volusia County ("County"), and the SJRWMD regulate the design criteria for the District's stormwater management facilities.

The proposed Development is broken into 7 main basins as outlined on the Master Stormwater Plan, Exhibit D-2. Basins 1 and 2 will discharge to two interconnected wet ponds, identified as Stormwater Ponds 1 and 2 in Composite Exhibit D. Stormwater Ponds 1 and 2 will provide full treatment and attenuation for their respective basins. The ponds will outfall to the north wetland, Existing Wetland 3, which will require an interconnected equalizer pipe through the Development.

Basin 3 will discharge to a wet pond, Stormwater Pond 3, which will provide full treatment and majority of its attenuation for its basin. This pond will outfall to the east to Existing Wetlands 4-A, 4-B, and 7. The outfall pipe will also act as an emergency overflow for the off-site basin to the north, Basin OS-3.

Basins 4, 5, and 6 will discharge to wet ponds, Stormwater Ponds 4, 5, and 6, which will then connect to two interconnected wetlands, Existing Wetlands 4-A, 4-B, and 7. The ponds will provide all the required treatment volume and some attenuation volume. The wetlands will provide the remaining stormwater attenuation. See below for more information about Existing Wetlands 4-A, 4-B, and 7 hydroperiods. The wetlands will outfall to the north wetland, Existing Wetland 3.

Basin 7 will discharge to a wet pond, Stormwater Pond 7, located adjacent to the Existing Wetland 5. The pond will provide all the required treatment volume and some attenuation volume. The wetland, Existing Wetland 5 will provide the remaining stormwater attenuation. See below for more information about the Existing Wetland 5 hydroperiod. The wetland will outfall to the outfall pipe mentioned in Basin 3 and continues to Existing Wetlands 4-A, 4-B, and 7, ultimately discharging to the north wetland, Existing Wetland 3.

The north wetland, Existing Wetland 3, has positive flow to the St. Johns River, therefore the SJRWMD requires the off-site peak discharge rate shall be limited to the discharge rate of the pre-development 25 year/24 hour storm event.

The treatment of stormwater runoff will be provided in accordance with the design guidelines for retention/detention systems as mandated by the SJRWMD and the City.

Additionally, as described in Section 3.8, Low Impact Design (LID) Stormwater areas are incorporated throughout the Development. See Exhibit C-3 for locations. The LID stormwater system is in addition to code requirements.

The District may finance the cost of the stormwater collection and treatment systems, as well as construction and/or acquisition, and maintenance of said systems. It is anticipated that the treatment systems will be owned and maintained by the District., while the collection systems will be owned and maintained by the City.

### **3.4. Electrical Service System (Underground)**

Duke Energy will provide underground electrical service to the Community. The service will include the primary and secondary systems to serve the various land uses. The differential cost of underground electric utilities may be financed by the District.

### **3.5. Conservation and Mitigation Areas**

The proposed development of the Community will require mitigation of wetland communities for any impacts to the existing wetlands within the District as part of the approvals for the Master Stormwater Management System. The mitigation will be done through placing conservation easements over the preserved wetlands and likely upland buffers and/or purchasing mitigation credits. Preserved wetlands may additionally require the installation of plantings, signage, and other related costs. The required mitigation for the wetland impacts may be financed by the District; thereafter, the conservation areas will be owned and maintained by the District, with a conservation easement in favor of the SJRWMD.

### **3.6. On-site Roadway Improvements**

The *on-site roadway improvements* associated with the Development will be public and financed by the District and later turned over to the City for ownership, operation, and maintenance. The on-site roadways will serve the various land uses within the Development and will be designed to the criteria and guidelines of the City. Construction of the on-site roadways will consist of a minimum 22' wide asphaltic concrete surface, concrete curbs, minimum 5' wide concrete sidewalks, signing and striping, landscaping, and hardscape features. Some of the on-site roadways include designated on-street parking with a minimum 8' wide of asphaltic concrete surface for the parking width. Sidewalks along all non-residential lot tracts ("Common Area Sidewalks") will be constructed as part of the infrastructure site work and conveyed to the City for ownership, operation and maintenance. The sidewalks along residential lots will be constructed in the right-of-way by the residential builder(s) at the time of individual residential lot development and conveyed to the City for ownership, operation and maintenance as part of the on-site right-of-way. Only the Common Area Sidewalks may be financed, constructed, and/or acquired by the District.

### 3.7. Off-site Roadway and Utility Improvements

The *off-site roadway improvements* associated with the Development will be public and financed by the District and later turned over to the County for ownership, operation, and maintenance. The off-site roadways will be designed to the criteria and guidelines of the County. The off-site roadway improvements include improvements on Kepler Road, E Beresford Avenue, and Blue Lake Avenue. The improvements include turn lanes at each entrance and public sidewalks along Kepler Road and Blue Lake Avenue adjacent to the Development. The sidewalk along Beresford Avenue will be a Multi-Modal Trail described in Section 3.8. It should be noted that some of the improvements may be constructed by the County as part of a larger project, but may still require financing from the District.

### 3.8. Beresford Multi-Modal Trail

A *Multi-Modal Trail* will be placed along the south boundary of the Development, fronting E Beresford Ave, within the District boundaries. The multi-use trail will be 12' wide with an asphaltic concrete surface. The multi-use trail may be financed by the District and owned, operated and/or maintained by the District or City.

### 3.9. Trails, Common Area Landscape, Hardscape, and Irrigation

The *Common Areas* include the parks, recreation, open space, conservation areas, and LID stormwater features. The landscaping, irrigation, hardscape, trails/paths, multi-use trail, and entry features within the common areas may be financed, owned, and/or maintained by the District, or alternatively, may be owned by the District, but maintained by an HOA pursuant to an agreement with the District.

The *Entry Features* will include monument signs and some decorative fencing along the perimeter. These items will be financed, owned, and/or maintained by the District.

*Trails/Paths* will be placed throughout the open space and tree preservation tracts within the District and will be made up of pavement, mulch, and/or gravel. The trails/paths may be financed, owned, and/or maintained by the District, or alternatively, financed by the Developer and conveyed to the District for ownership, operation and maintenance.

*Low Impact Design Stormwater (LID)* areas are incorporated throughout the Development and include swales, retention basins, natural wetlands, vegetated natural buffers, and pervious pavement/pavers. The LID systems were offered by the developer and were incorporated into the Trinity Gardens PD Developers Agreement. Much of the LID systems are above the typical jurisdictional code requirements including the City, County, and SJRWMD criteria. In a sense, the LID system is acting as a factor of safety and provide additional percolation and treatment above what is minimally required by the City, County, and SJRWMD. LID systems are intended to better mimic the existing conditions and percolate water throughout the Development instead of only concentrating it in a central stormwater pond. For that reason, the LID systems are scattered throughout the Development as seen on Exhibit C-3. The LID systems will be within the open space tracts and may be financed, owned, operated, and/or maintained by the District. Below is a description of each component of the LID system.

*Swales.* Swales are being proposed in some locations to provide stormwater retention prior to entering stormwater ponds. The swales will also act as an amenity with Florida friendly plants that require no fertilizers or irrigation and rocks to help control erosion. The additional landscaping, rocks, etc. will add additional construction costs. The systems will also require additional maintenance to ensure they remain functional and to maintain the aesthetics. The swales will have overflow structures to allow water to stage up in the swales to maximize infiltration and then eventually overflow into the main stormwater system.

**Retention Basins.** Retention basins will be added to provide stormwater treatment prior to entering select natural wetlands. Some of the depressions are man-made shallow ponds while others are taking advantage of existing depressions on-site. Similar to the swale, the retention basins will have overflow structures to allow water to stage up in the depression to maximize infiltration and then eventually overflow into the main stormwater system.

**Natural Wetlands.** Select wetlands that are fully within the Development boundary will be preserved and utilized for stormwater attenuation. Stormwater entering these wetlands will be treated in retention basins prior to entering wetlands. Preserving the natural vegetation of the wetlands will also help to further filter the water.

**Vegetated Natural Buffers (VNBs).** Where feasible, VNBs will be incorporated where home lots back up to stormwater systems or wetlands. VNBs will have vegetation suitable for sediment removal along with nutrient uptake. VNBs will act as a pre-filter prior to entering stormwater ponds, wetlands, or other retention systems. Where feasible, swales will be utilized with VNB's being the secondary option. Similar to swales, the VNBs will require additional maintenance to ensure they remain functional and to maintain the aesthetics.

**Pervious Pavement/Pavers.** Pervious pavers will be installed in the public right-of-way near the community pool amenity. The pervious paver section will provide stormwater retention prior to entering the stormwater pond. The pervious pavement/pavers will require additional maintenance to ensure they remain functional and to maintain the aesthetics. Some or all of the pervious pavement/pavers will be located within on-site roadways that will be owned and maintained by the City. However, the District will finance all pervious pavement/pavers and maintain the remaining pervious pavement/pavers.

#### **4. OPINION OF PROBABLE CONSTRUCTION COSTS**

Exhibit K presents a summary of the costs for the Master Project infrastructure including master utility system, master stormwater management system, electric service system, conservation/mitigation areas, on-site roadway improvements, off-site roadway improvements, landscape, hardscape, and irrigation, professional services, and a 15% contingency.

Costs in Exhibit K are derived from expected quantities of the infrastructure multiplied by units costs typical of the industry in Central Florida as of 2022. Included within these costs are technical services consisting of planning, land surveying, engineering, legal, environmental permitting, soils, and material testing related to such infrastructure. These services are necessary for the design, permitting, and construction contract management of the Master Project infrastructure. The costs are exclusive of certain administrative, financing, operation, or maintenance services necessary to operate and maintain the Master Project infrastructure.

#### **5. PERMITTING STATUS**

The District is in the limits of the City and City utility service area. The Development was annexed into the City and given a City future land use and zoning district. The City approved a PD zoning district for the entirety of the District.

The Developer has applied for permits for the entirety of the Development. All permits are required before the start of any infrastructure construction. Those permits include the following:

- The City Preliminary Plat/construction plans
- SJRWMD ERP
- County Use Permit (off-site roadway improvements)

- County Health Department (FDEP Wastewater) Permit
- FDEP Water Permit
- Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES)

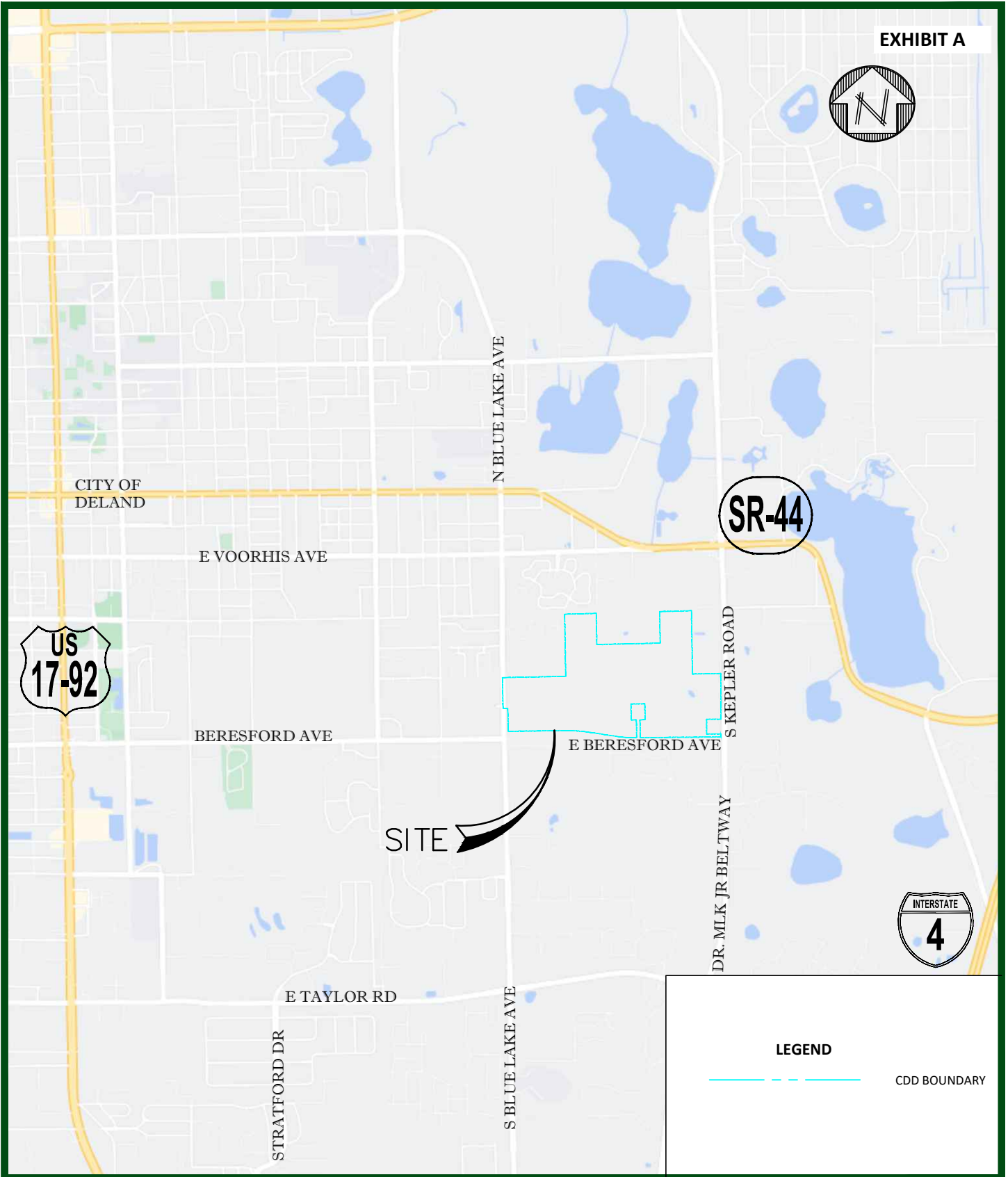
The District Engineer will certify that all permits necessary to complete the Master Project have either been obtained or, in his expert opinion, will be obtained and there is no reason to believe that the necessary permits cannot be obtained for the entire Development.

## **6. ENGINEER'S CERTIFICATION**

It is our opinion that the estimated costs of the Master Project improvements proposed to represent a system of improvements benefitting all developable property located within the District are fair and reasonable and that the anticipated District financed improvements are assessable improvements within the meaning of Chapter 190, F.S. Such benefits will be equal to or be greater than the costs of such improvements. We have no reason to believe that the Master Project cannot be constructed at the cost described in this report. We expect the Master Project improvements may be financed, constructed, and/or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

The Master Project will be owned by the District or other governmental units and such Master Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the Master Project is or will be located on lands owned or to be owned by the District or another public or governmental entity or on perpetual public easements in favor of the District or other public governmental entity. The Master Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Master Project, and that is not used as part of the Master Project, such fill will only be placed on-site at the expense of the Developer. The estimated cost of the Master Project set forth herein to be paid by the District is not greater than the lesser of the actual cost or fair market value of such infrastructure.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Kepler Road Community Development District.



SR-44

US 17-92

INTERSTATE 4

LEGEND

--- CDD BOUNDARY

**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING

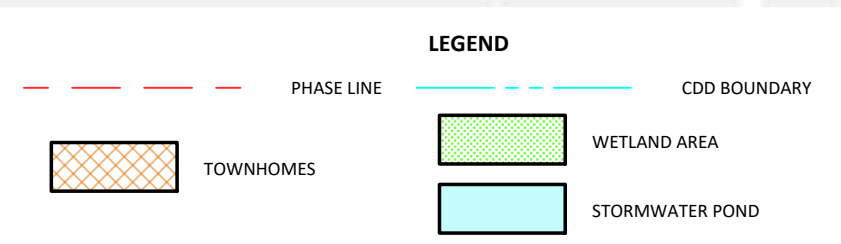
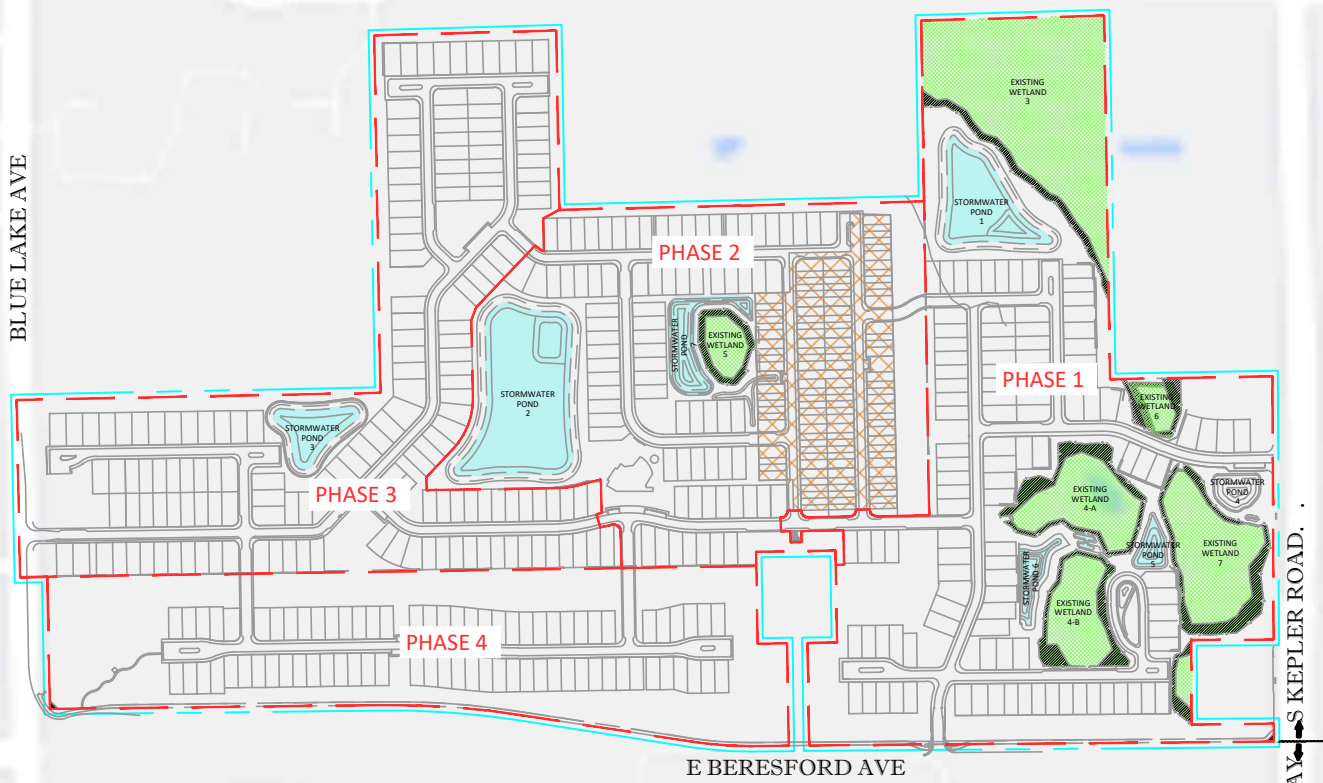
Scale: 1:2800  
Date: 02/07/2024  
S: 14 T: 17 R: 30  
Job #: 1503.000  
Drawn by: DSR  
Appvd. by: GPR

**LOCATION  
MAP**

Exhibit: KEPLER ROAD CDD - EXHIBIT A  
Source: KCG, GOOGLE MAPS  
Area: CITY OF DELAND, FL

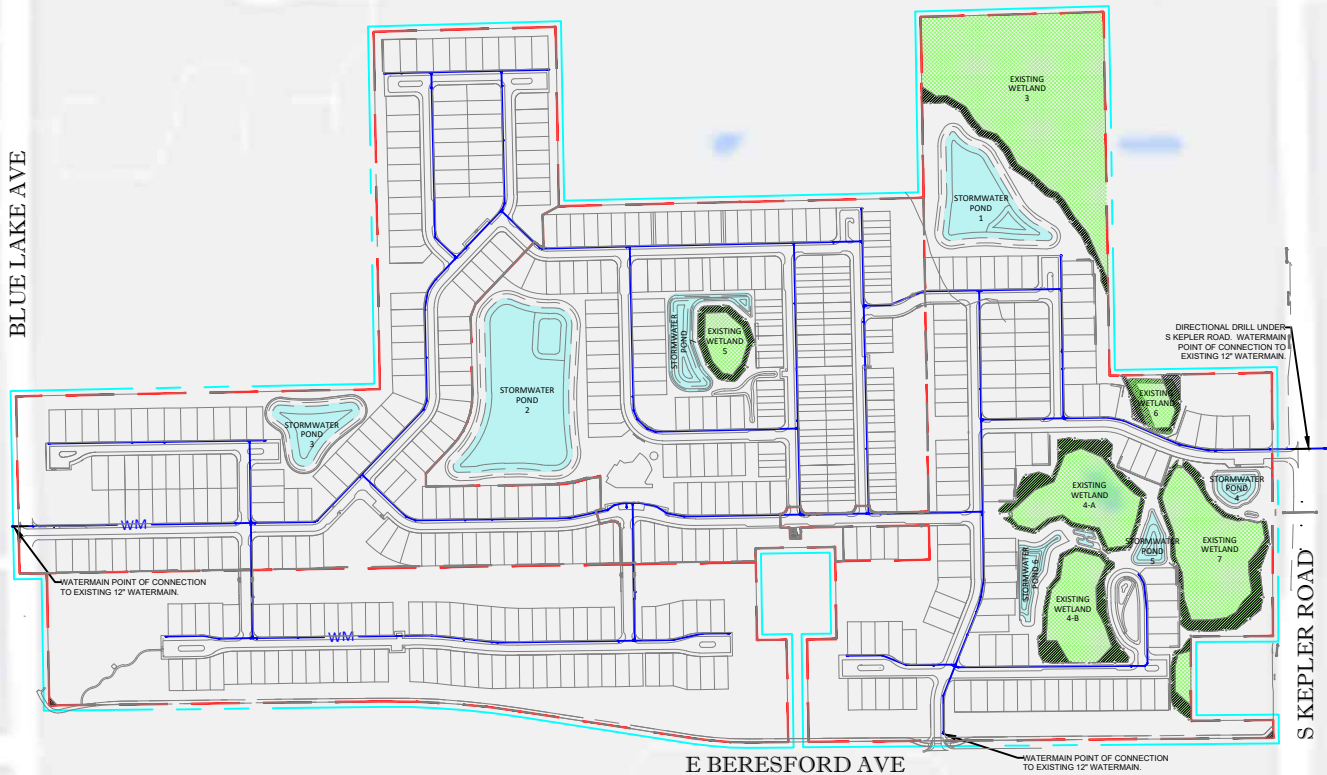
SR-44

EXHIBIT B




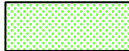
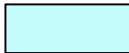


<b>KELLY, COLLINS &amp; GENTRY, INC.</b>	Scale: 1:700	<b>MASTER SITE PLAN</b>
	Date: 02/07/2024	
S: 14 T: 17 R: 30		
Job #: 1503.000	Exhibit: KEPLER ROAD CDD - EXHIBIT B	
ENGINEERING / PLANNING	Source: KCG	
	Drawn by: DSR	Area: CITY OF DELAND, FL
	Appvd. by: GPR	11





**LEGEND**

-  PHASE LINE
-  CDD BOUNDARY
-  POTABLE WATERMAIN
-  WETLAND AREA
-  STORMWATER POND

**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING




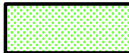
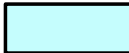
Scale: 1:700  
Date: 02/07/2024  
S: 14 T: 17 R: 30  
Job #: 1503.000  
Drawn by: DSR  
Appvd. by: GPR

**MASTER UTILITY PLAN  
POTABLE WATER SYSTEM**

Exhibit: KEPLER ROAD CDD - EXHIBIT C-1  
Source: KCG  
Area: CITY OF DELAND, FL



**LEGEND**

-  PHASE LINE
-  CDD BOUNDARY
-  RECLAIM WATERMAIN
-  WETLAND AREA
-  STORMWATER POND

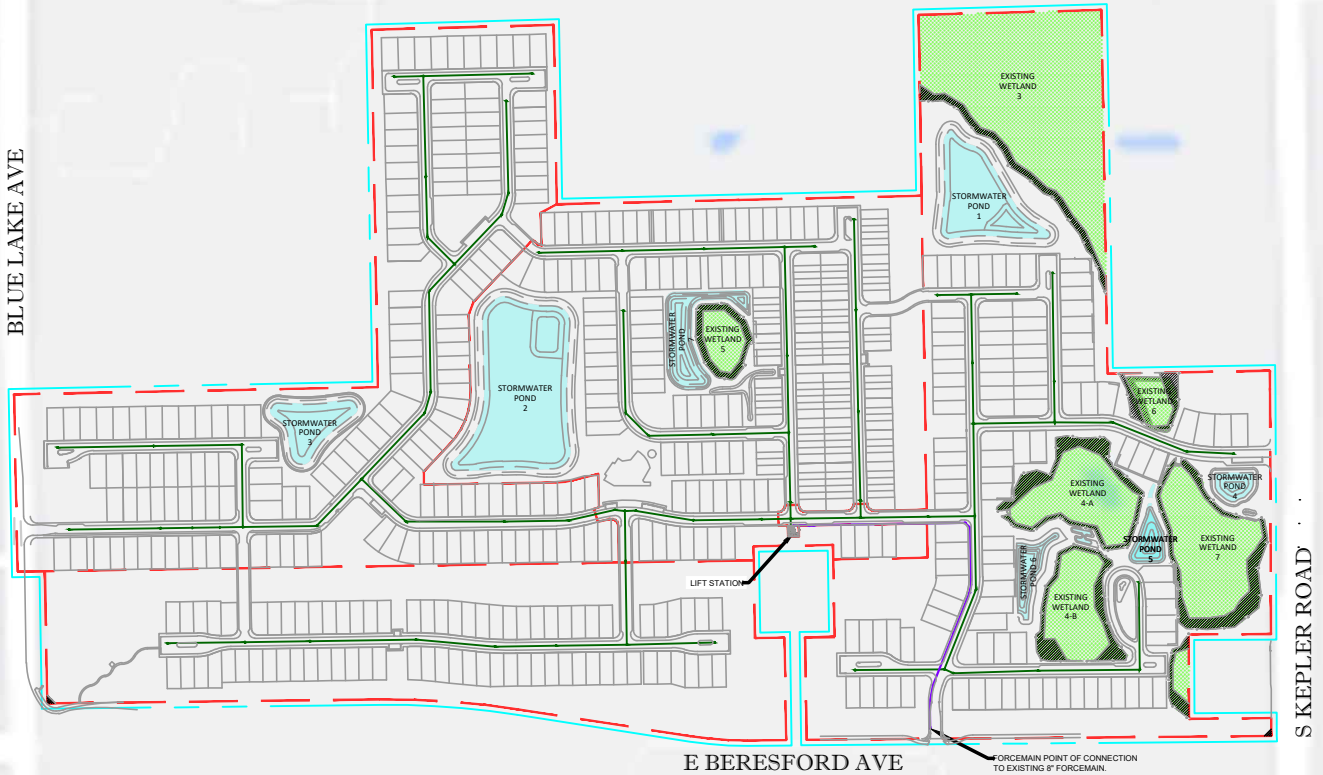
**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING







Scale: 1:700  
Date: 02/07/2024  
S: 14 T: 17 R: 30  
Job #: 1503.000  
Drawn by: DSR  
Appvd. by: GPR

**MASTER UTILITY PLAN  
RECLAIM WATER SYSTEM**

Exhibit: KEPLER ROAD CDD - EXHIBIT C-2  
Source: KCG  
Area: CITY OF DELAND, FL



**LEGEND**

-  PHASE LINE
-  CDD BOUNDARY
-  GRAVITY MAIN
-  FORCE MAIN
-  WETLAND AREA
-  STORMWATER POND

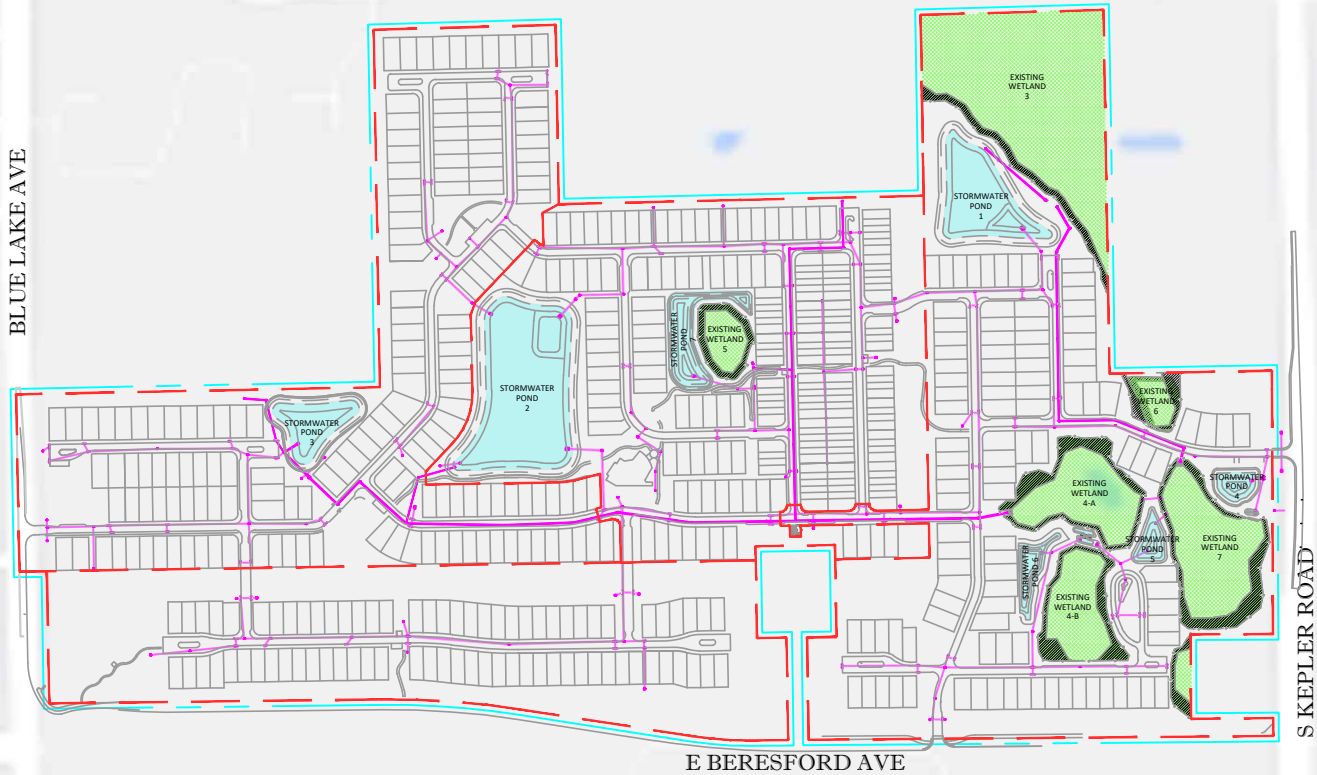
**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING




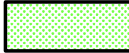

Scale: 1:700  
 Date: 02/07/2024  
 S: 14 T: 17 R: 30  
 Job #: 1503.000  
 Drawn by: DSR  
 Appvd. by: GPR

**MASTER UTILITY PLAN  
SANITARY SEWER SYSTEM**

Exhibit: KEPLER ROAD CDD - EXHIBIT C-3  
 Source: KCG  
 Area: CITY OF DELAND, FL



**LEGEND**

-  PHASE LINE
-  CDD BOUNDARY
-  STORMWATER DRAINAGE
-  WETLAND AREA
-  STORMWATER POND

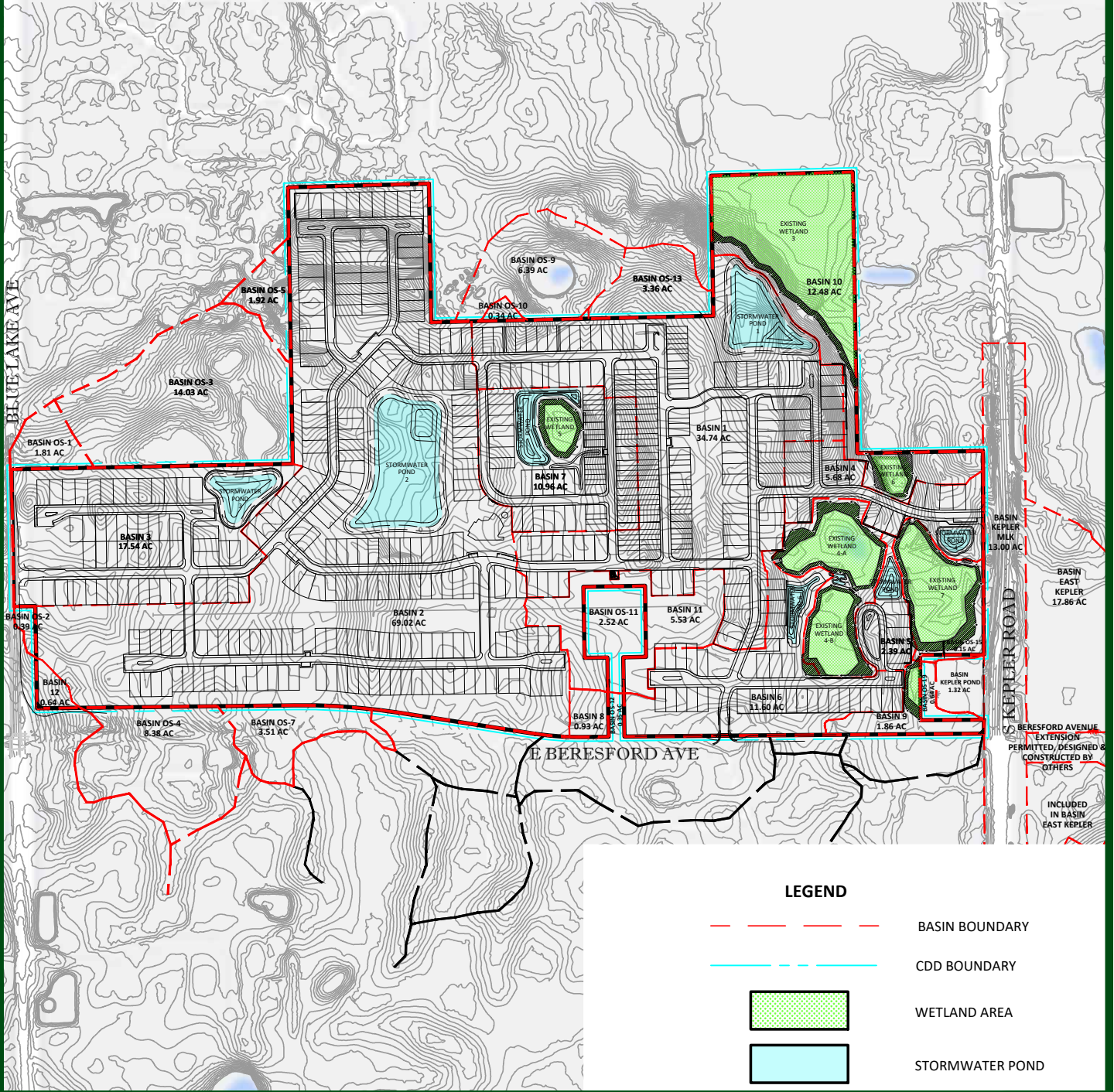
**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700  
Date: 02/07/2024  
S: 14 T: 17 R: 30  
Job #: 1503.000  
Drawn by: DSR  
Appvd. by: GPR

**MASTER STORMWATER PLAN  
COLLECTION & TREATMENT SYSTEM**

Exhibit: KEPLER ROAD CDD - EXHIBIT D-1  
Source: KCG  
Area: CITY OF DELAND, FL



LEGEND

- - - - - BASIN BOUNDARY
- - - - - CDD BOUNDARY
- WETLAND AREA
- STORMWATER POND

**KELLY,  
COLLINS &  
GENTRY, INC.**

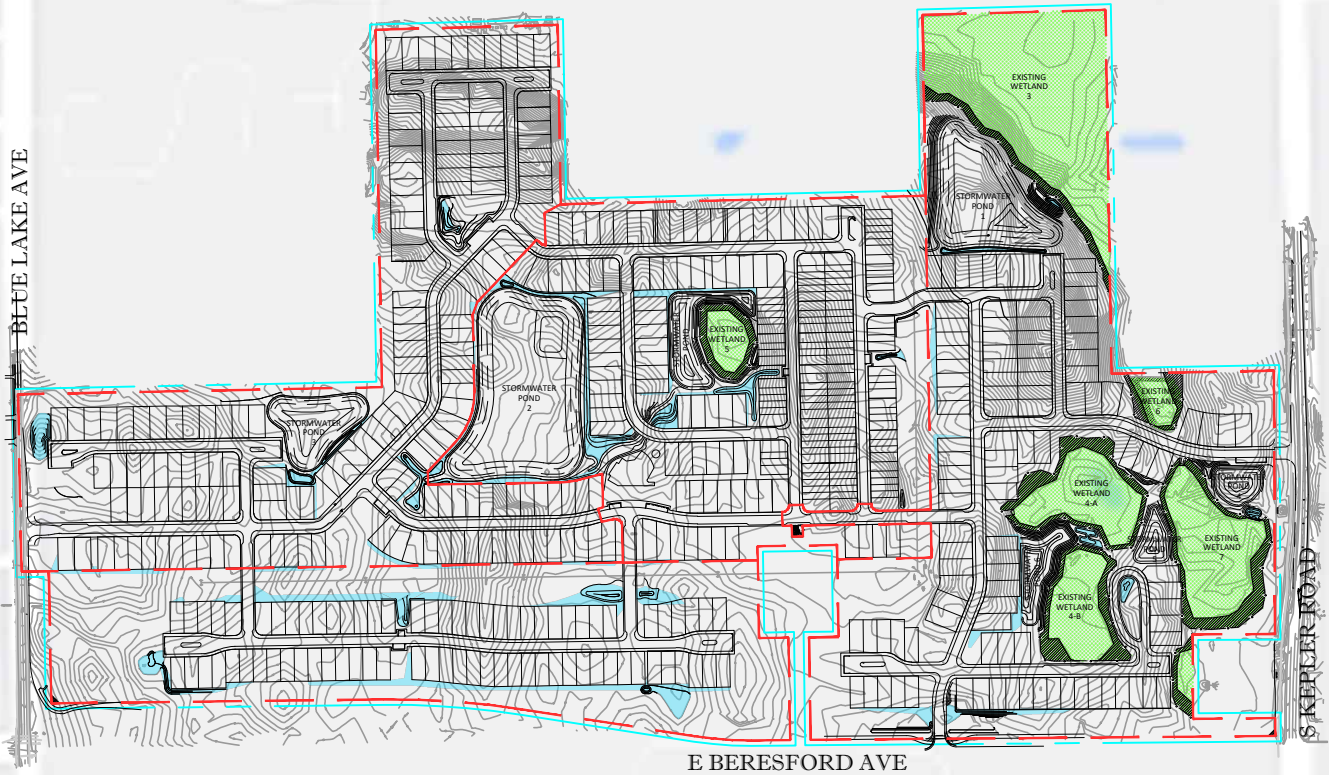
ENGINEERING / PLANNING

Scale: 1:700  
Date: 02/07/2024  
S: 14 T: 17 R: 30  
Job #: 1503.000  
Drawn by: DSR  
Appvd. by: GPR



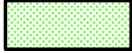
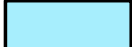
**MASTER STORMWATER PLAN  
POST DEVELOPMENT BASIN MAP**

Exhibit: KEPLER ROAD CDD - EXHIBIT D-2  
Source: KCG  
Area: CITY OF DELAND, FL

SR-44



LEGEND

-  PHASE LINE
-  CDD BOUNDARY
-  WETLAND AREA
-  AREAS/LID

**KELLY,  
COLLINS &  
GENTRY, INC.**

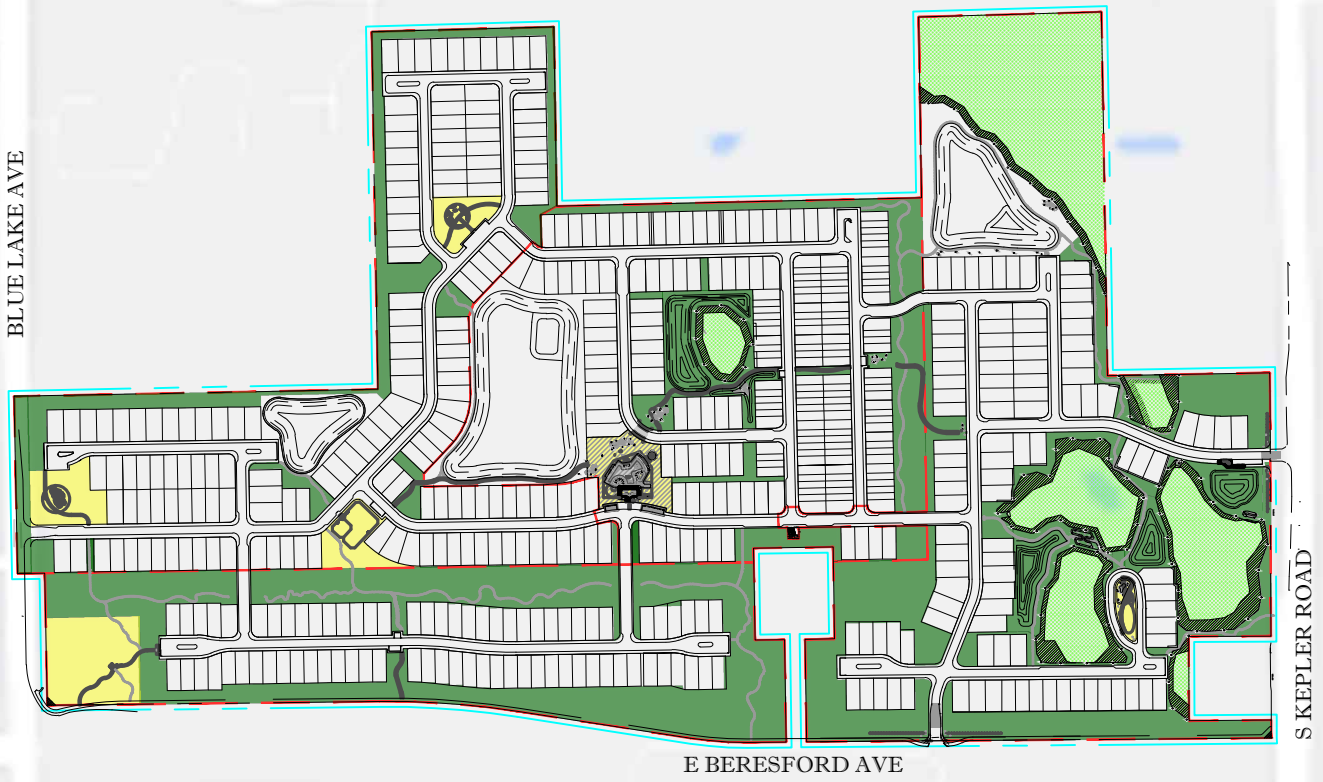
ENGINEERING / PLANNING

Scale: 1:700  
Date: 02/07/2024  
S: 14 T: 17 R: 30  
Job #: 1503.000  
Drawn by: DSR  
Appvd. by: GPR



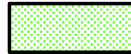
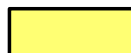

**MASTER STORMWATER PLAN  
LID STORMWATER**

Exhibit: KEPLER ROAD CDD - EXHIBIT D-3  
Source: KCG  
Area: CITY OF DELAND, FL

SR-44



LEGEND

-  PHASE LINE
-  CDD BOUNDARY
-  WETLAND AREA
-  AMENITY
-  OPEN SPACE

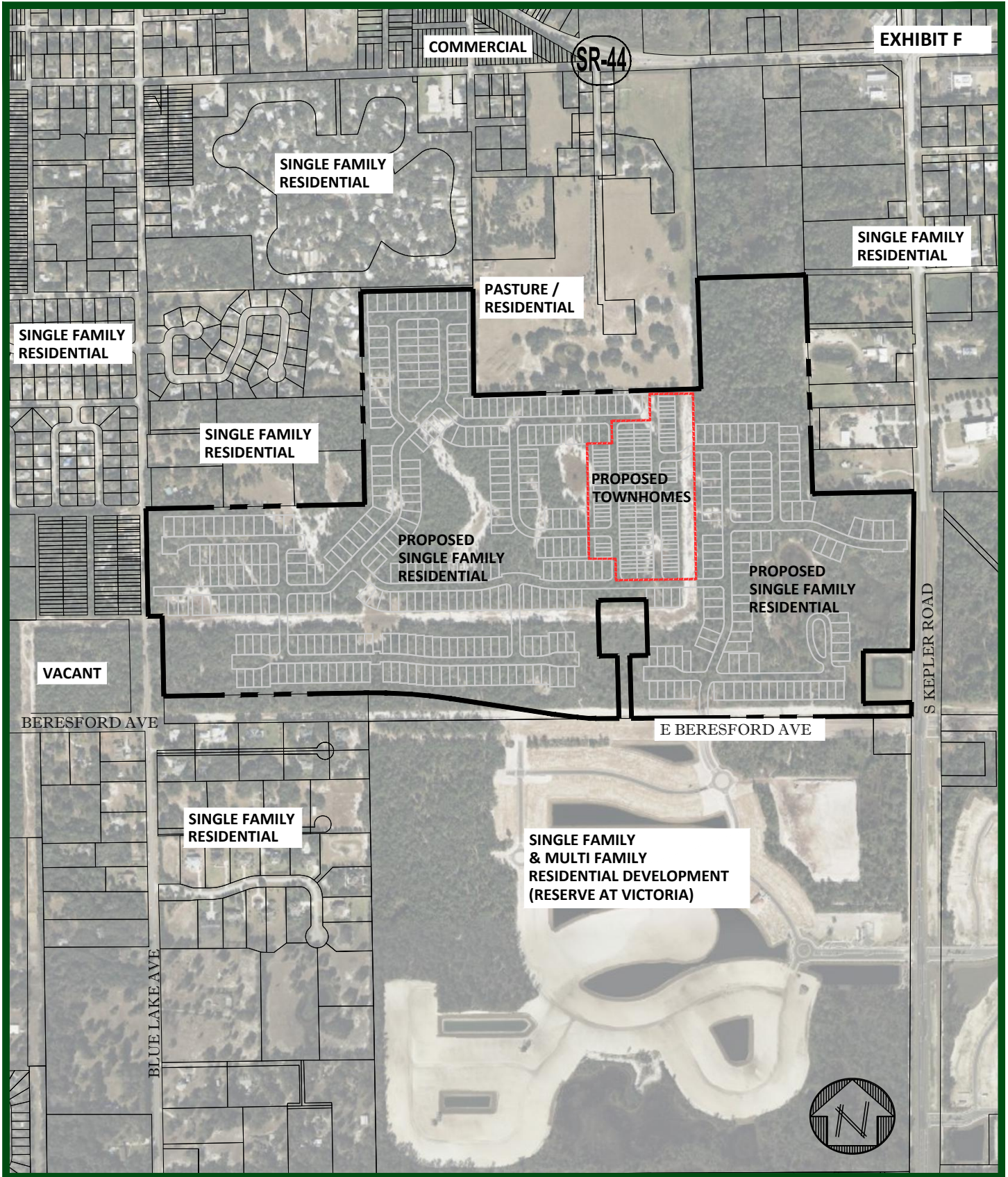
**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:700  
Date: 02/07/2024  
S: 14 T: 17 R: 30  
Job #: 1503.000  
Drawn by: DSR  
Appvd. by: GPR

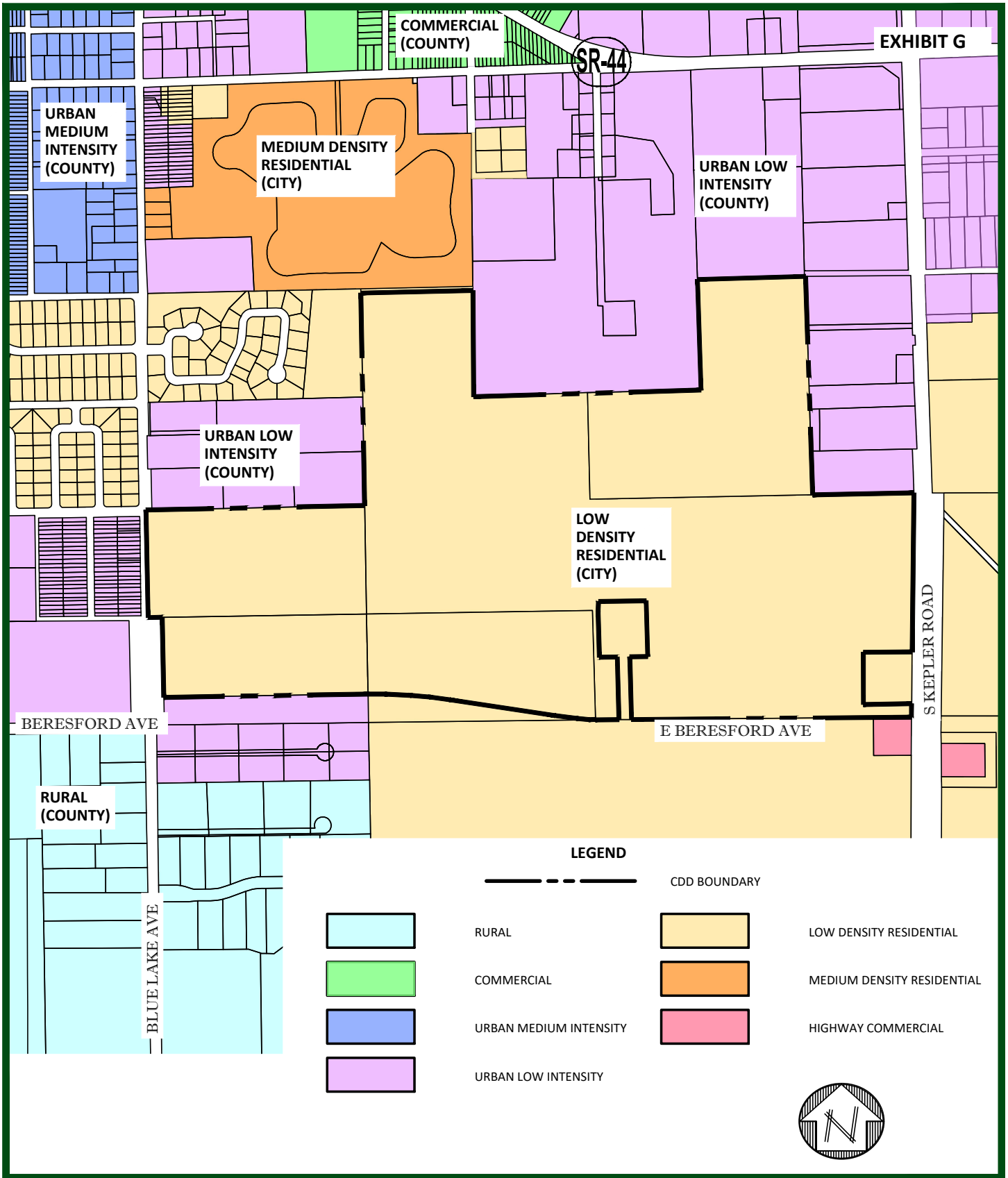
**COMMON  
AREAS PLAN**

Exhibit: KEPLER ROAD CDD - EXHIBIT E  
Source: KCG  
Area: CITY OF DELAND, FL

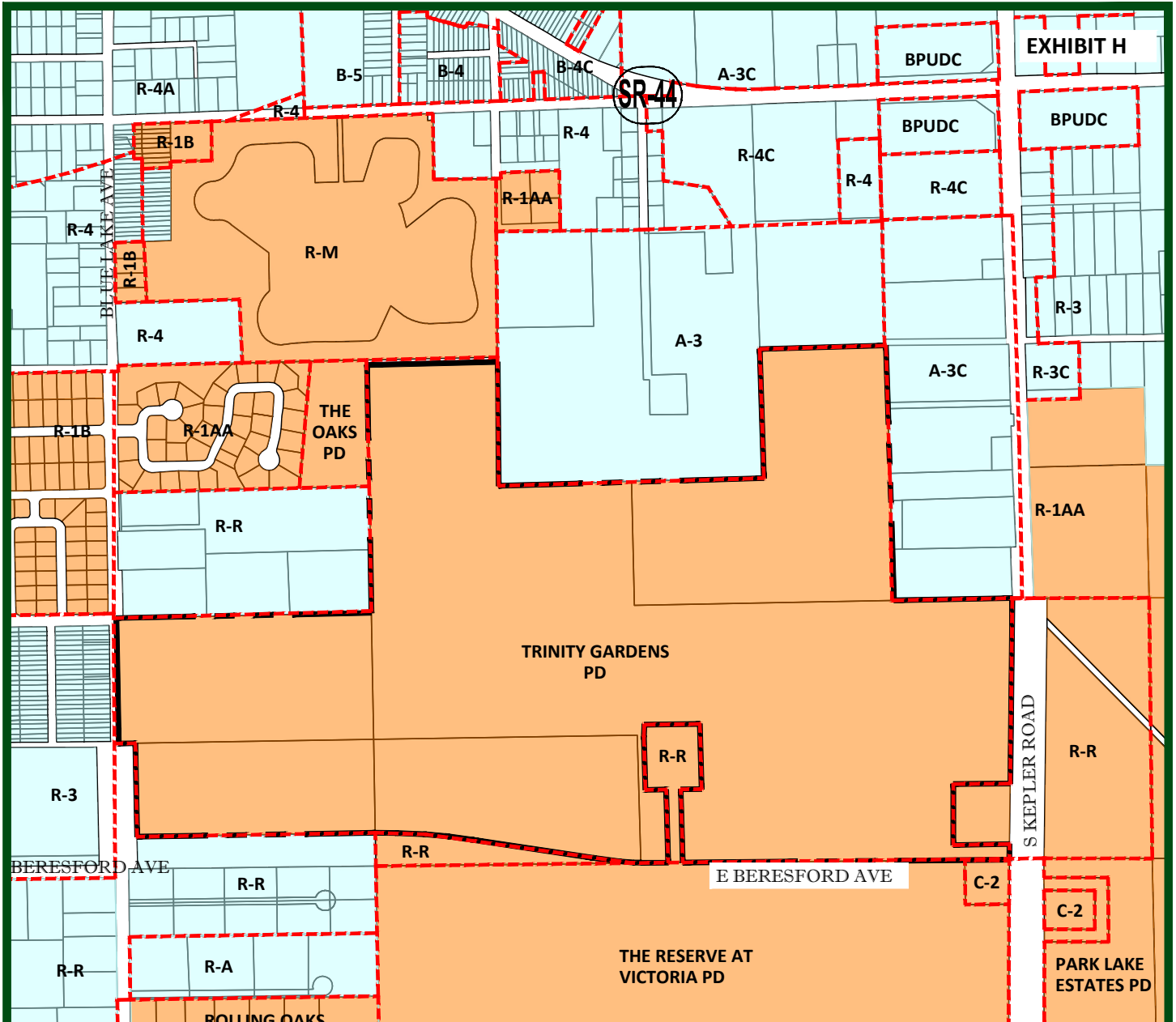


<b>KELLY, COLLINS &amp; GENTRY, INC.</b>  ENGINEERING / PLANNING	Scale: 1:800 Date: 02/07/2024 S: 14 T: 17 R: 30	<b>EXISTING &amp; PROPOSED LAND USE</b>  Exhibit: KEPLER ROAD CDD - EXHIBIT F Source: CITY OF DELAND PLANNING DEPARTMENT Area: CITY OF DELAND, FL	
	Job #: 1503.000 Drawn by: DSR Appvd. by: GPR		





<b>KELLY, COLLINS &amp; GENTRY, INC.</b>	Scale: 1:800	<b>FUTURE LAND USE MAP</b>
	Date: 02/07/2024	
ENGINEERING / PLANNING	S: 14 T: 17 R: 30	Exhibit: KEPLER ROAD CDD - EXHIBIT G
	Job #: 1503.000	Source: CITY OF DELAND PLANNING DEPT.
	Drawn by: DSR	Area: CITY OF DELAND, FL
	Appvd. by: GPR	20



 CITY OF DELAND

 VOLUSIA COUNTY

- R-1AA: SINGLE FAMILY DWELLING
- R-1B: SINGLE FAMILY DWELLING
- R-R: RURAL RESIDENTIAL DISTRICT
- R-M: RESIDENTIAL MOBILE HOME DISTRICT
- C-2: GENERAL COMMERCIAL DISTRICT

**LEGEND**

-  CDD BOUNDARY
-  ZONING BOUNDARY



- C: CONSERVATION (CLASSIFICATION APPLIED TO CERTAIN LANDS)
- A-3: TRANSITIONAL AGRICULTURE
- R-A: RURAL AGRICULTURE
- R-R: RURAL RESIDENTIAL
- B-4: GENERAL COMMERCIAL
- BPUDC: BUSINESS PLANNED UNIT DEV
- R-3: URBAN SINGLE-FAMILY RESIDENTIAL
- R-4: URBAN SINGLE-FAMILY RESIDENTIAL
- B-5: HEAVY COMMERCIAL

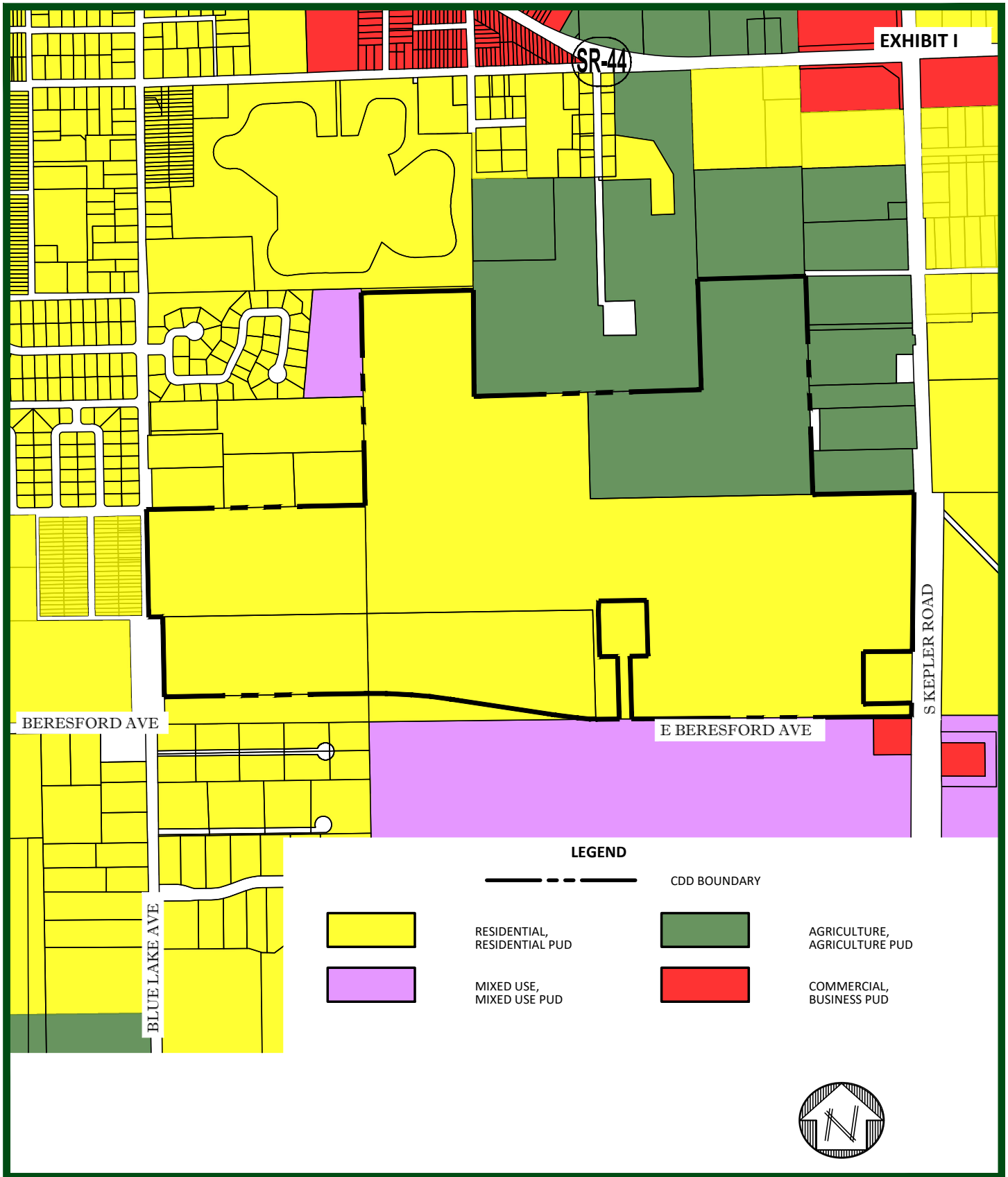
**KELLY,  
COLLINS &  
GENTRY, INC.**

ENGINEERING / PLANNING

Scale: 1:800  
Date: 02/07/2024  
S: 14 T: 17 R: 30  
Job #: 1503.000  
Drawn by: DSR  
Appvd. by: GPR

**ZONING  
MAP**

Exhibit: KEPLER ROAD CDD - EXHIBIT H  
Source: CITY OF DELAND PLANNING DEPARTMENT  
Area: CITY OF DELAND, FL



<b>KELLY, COLLINS &amp; GENTRY, INC.</b> ENGINEERING / PLANNING	Scale: 1:800 Date: 02/07/2024 S: 14 T: 17 R: 30	<b>GENERAL COUNTYWIDE ZONING MAP</b>	
	Job #: 1503.000 Drawn by: DSR Appvd. by: GPR		
			22

# BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST  
VOLUSIA COUNTY, FLORIDA

**DESCRIPTION**

**PARCEL 1:**  
The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

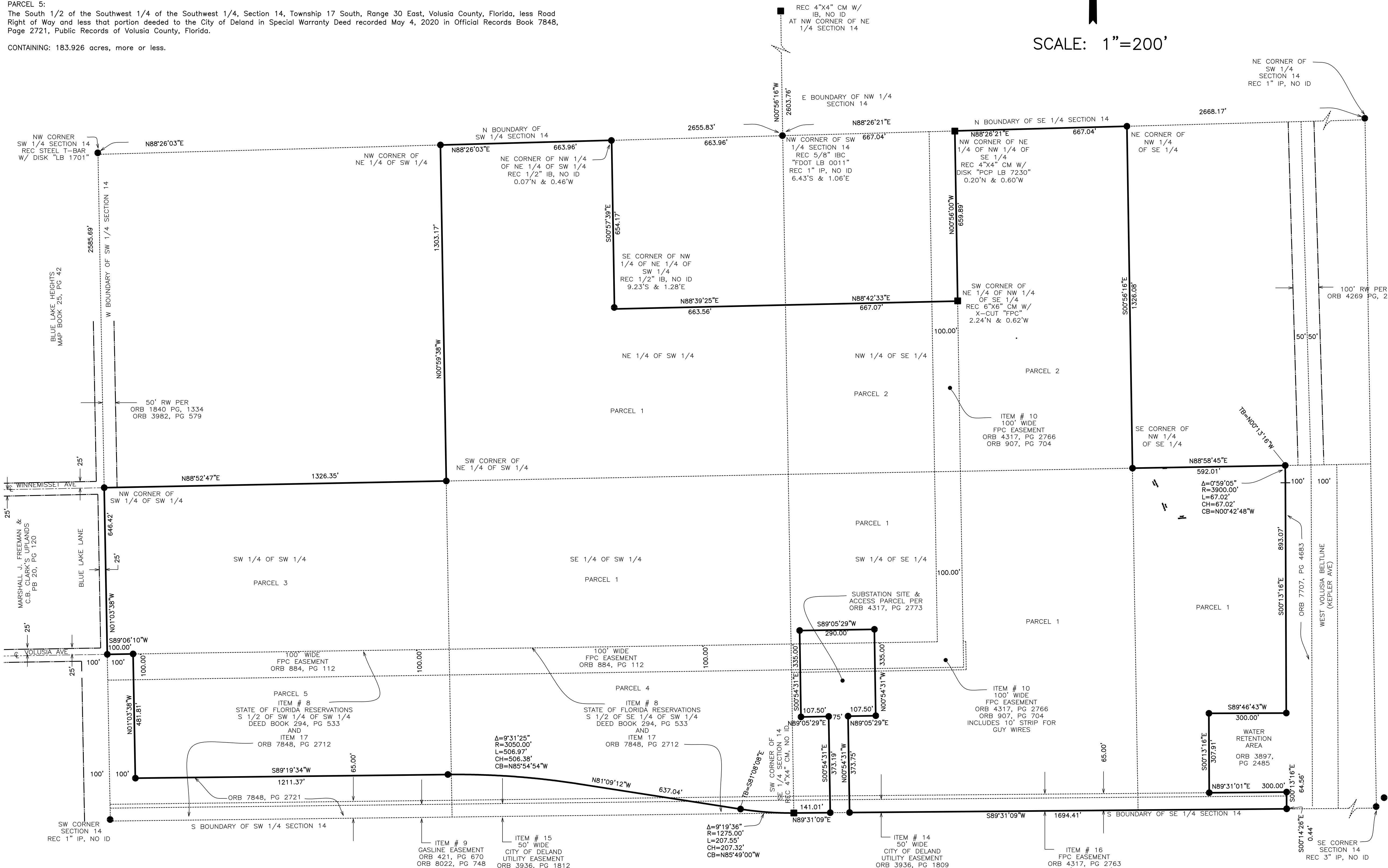
**PARCEL 2:**  
The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

**PARCEL 3:**  
The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

**PARCEL 4:**  
The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

**PARCEL 5:**  
The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.926 acres, more or less.



**NOTES**

- This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
- Bearings shown hereon are based on the West Boundary of the Southwest 1/4 of Section 14 as bearing N01°03'38"W, per Florida State Plane coordinates Zone East.
- A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RT62120856 with a commitment date of April 19, 2021 at 5:00 P.M. and was provided to Jones, Wood & Gentry, Inc. for use in preparing this survey. Research of the public records was not a part of the Scope of Surveying Services contract. Items listed in Schedule B Section II of the title commitment, to the extent they affect and can be shown graphically on the survey, relative to the subject property, are listed below:
- Item 8. Phosphate, Minerals, Metals and Petroleum Reservations and rights in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 294, Page 533. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (Blanket over Parcels 4 and 5).
- Item 9. Easement Grant in favor of Houston Texas Gas and Oil Corporation recorded January 16, 1962 in Official Records Book 421, Page 670, as affected by Encroachment Agreement recorded April 7, 2021 in Official Records Book 8022, Page 748. (Parcels 1, 4 and 5) as shown hereon
- Item 10. Easement in favor of Florida Power Corporation recorded June 2, 1967 in Official Records Book 907, Page 704, Supplemental Easement for Distribution Facilities in Existing right of Way recorded June 9, 19, 1998 in Official Records Book 4317, Page 2766. (Parcels 1 and 2) as shown hereon
- Item 11. Covenant to Support Annexation recorded September 25, 1990 in Official Records Book 3527, Page 1921. (Parcels 1 and 4) Blanket
- Item 12. Covenant to Support Annexation recorded October 15, 1990 in Official Records Book 3537, Page 793. (Parcels 1 and 4) Blanket
- Item 13. Ordinance No. 90-41 recorded February 22, 1991 in Official Records Book 3592, Page 551. (Parcels 1 and 4) Blanket
- Item 14. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1809. (Parcel 1) as shown hereon
- Item 15. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1812. (Parcels 4 and 5) as shown hereon
- Item 16. Easement in favor of Florida Power Corporation recorded June 19, 1998 in Official Records Book 4317, Page 2763. (Parcel 1) as shown hereon
- Item 17. Declaration of Covenants and Restrictions recorded May 4, 2020 in Official Records Book 7848, Page 2712. (Parcels 4 and 5) Blanket

4. Elevations shown hereon are based on Volusia County 1988 datum Vertical Control Points:  
BLA#4 X-Cut in Concrete Published Elevation 84.343.

**LEGEND**

- R = RADIUS
- Δ = DELTA
- L = LENGTH
- CH = CHORD LENGTH
- CB = CHORD BEARING
- TB = TANGENT BEARING
- BNDY = BOUNDARY
- ⊙ = CENTERLINE
- C&G = CURB & GUTTER
- CM = CONCRETE MONUMENT
- CONC. = CONCRETE
- CSL = CONCRETE SLAB
- DOC. = DOCUMENT
- EL. = ELEVATION
- EP = EDGE OF PAVEMENT
- F = FIELD
- FPC = FLORIDA POWER CORPORATION
- IBC = IRON BAR & CAP
- ID = IDENTIFICATION
- MES = MITERED END SECTION
- OHE = OVERHEAD ELECTRIC WIRES
- ORB = OFFICIAL RECORDS BOOK
- P = PLAT
- PB = PLAT BOOK
- PG = PAGE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- RCP = REINFORCED CONCRETE PIPE
- REC = RECOVERED
- R/W = RIGHT OF WAY
- x- = FENCE
- = 4"x4" CONCRETE MONUMENT
- = 5/8" IBC, UNLESS NOTED OTHERWISE
- ⊕ = POWER POLE-METAL
- \* = TREE SAND PINE
- ⊠ = SANITARY AIR RELEASE VALVE

**CERTIFIED TO:**  
Central Florida Investment Company, LLC  
CM Investments, LLC  
Stewart Family Properties, LLC  
Hanover Land Company, LLC  
Reliant Title Group, Inc. d/b/a Volusia Title Services  
Chicago Title Insurance Company

**JONES, WOOD & GENTRY, INC.**  
PROFESSIONAL SURVEYORS AND MAPPERS - FL 1  
9845 EAST COLONIAL DRIVE  
SUITE 114  
ORLANDO, FLORIDA 32817  
407-898-7780

NOT VALID WITHOUT SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FOR: **HANOVER LAND COMPANY, LLC**

DANIEL E. GENTRY JR., Florida Registration Number 5047

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: **DG3**  
DATE: **07-12-2021**  
DRAWING: **29282-bdy.dwg**  
JOB #: **29282**  
SHEET: **1 OF 10 SHEETS**

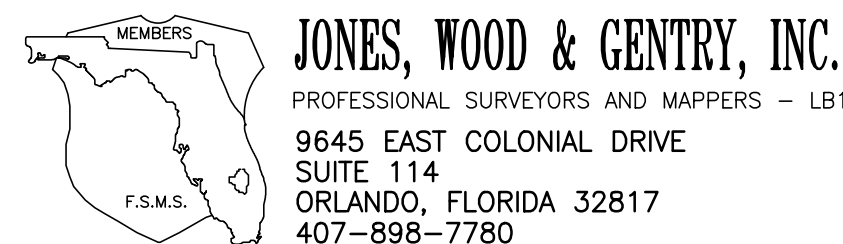
# BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST  
VOLUSIA COUNTY, FLORIDA

## DESCRIPTION

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1275.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 89 DEGREES 32 MINUTES 15 SECONDS WEST RUN WESTERLY 207.55 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 36 SECONDS TO THE END OF SAID CURVE; THENCE NORTH 81 DEGREES 09 MINUTES 12 SECONDS WEST 637.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3050.00 FEET; THENCE FROM A TANGENT BEARING OF NORTH 81 DEGREES 08 MINUTES 08 SECONDS WEST RUN WESTERLY 506.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 31 MINUTES 25 SECONDS TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 19 MINUTES 34 SECONDS WEST 1211.37 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH BLUE LAKE AVENUE PER DEED BOOK 306, PAGE 251 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND VOLUSIA COUNTY RIGHT OF WAY MAP PROJECT 1358; THENCE NORTH 01 DEGREES 03 MINUTES 38 SECONDS WEST 481.81 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 06 MINUTES 10 SECONDS WEST 100.00 FEET ALONG SAID RIGHT OF WAY LINE AND SAID NORTH BOUNDARY TO A POINT ON THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 01 DEGREES 03 MINUTES 38 SECONDS WEST 646.42 FEET ALONG SAID RIGHT OF WAY LINE AND SAID WEST BOUNDARY TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88 DEGREES 52 MINUTES 47 SECONDS EAST 1326.35 FEET ALONG SAID RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00 DEGREES 59 MINUTES 38 SECONDS WEST 1303.17 FEET ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 26 MINUTES 03 SECONDS EAST 663.96 FEET ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 57 MINUTES 39 SECONDS EAST 654.17 FEET ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88 DEGREES 39 MINUTES 25 SECONDS EAST 663.56 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 42 MINUTES 33 SECONDS EAST 667.07 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 00 DEGREES 56 MINUTES 00 SECONDS WEST 659.89 FEET ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 26 MINUTES 21 SECONDS EAST 667.04 FEET ALONG SAID NORTH BOUNDARY OF SAID SOUTHEAST 1/4 TO THE NORTHEAST CORNER OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 56 MINUTES 16 SECONDS EAST 1326.08 FEET ALONG THE EAST BOUNDARY OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 58 MINUTES 45 SECONDS EAST 592.01 FEET ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 TO A POINT ON THE WEST RIGHT OF WAY LINE OF WEST VOLUSIA BELTLINE (KEPLER AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 7707, PAGE 4683 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 3900.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST RUN SOUTHERLY 67.02 FEET ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 05 SECONDS TO THE END OF SAID CURVE; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 893.07 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3897, PAGE 2485 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 46 MINUTES 43 SECONDS WEST 300.00 FEET ALONG THE NORTH BOUNDARY OF SAID LANDS TO THE NORTHWEST CORNER OF SAID LANDS; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 307.91 FEET ALONG THE WEST BOUNDARY OF SAID LANDS TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 89 DEGREES 31 MINUTES 01 SECONDS EAST 300.00 FEET ALONG THE SOUTH BOUNDARY OF SAID LANDS TO THE SOUTHEAST CORNER OF SAID LANDS AND A POINT ON THE AFORESAID WEST RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 64.56 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 14 MINUTES 26 SECONDS EAST 0.44 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE SOUTH 89 DEGREES 31 MINUTES 09 SECONDS WEST 1691.41 FEET ALONG SAID SOUTH BOUNDARY TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4317, PAGE 2773 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING 7 COURSES AND DISTANCES: THENCE NORTH 00 DEGREES 54 MINUTES 31 SECONDS WEST 373.75 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST 107.50 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 31 SECONDS WEST 335.00 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 29 SECONDS WEST 290.00 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 31 SECONDS EAST 335.00 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST 107.50 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 31 SECONDS EAST 373.19 FEET TO A POINT ON SAID SOUTH BOUNDARY OF THE SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 31 MINUTES 09 SECONDS WEST 141.01 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.



**JONES, WOOD & GENTRY, INC.**  
PROFESSIONAL SURVEYORS AND MAPPERS - LB1  
9645 EAST COLONIAL DRIVE  
SUITE 114  
ORLANDO, FLORIDA 32817  
407-898-7780

FOR:

**HANOVER LAND COMPANY, LLC**

BY: DG3  
DATE: 07-12-2022  
DRAWING: 29282-bdy.dwg  
JOB: 29282  
SHEET: 2 OF 10

## EXHIBIT K – Opinion of Probable Construction Costs

Kepler Road CDD					
Opinion of Probable Construction Costs					
Proposed Improvements Cost (2024)	Total	Phase 1	Phase 2	Phase 3	Phase 4
# Lots	543	110	199	159	75
Anticipated Construction Timeline	2023-2028	2023-2024	2024-2025	2025-2026	2027-2028
1. Master Utilities System					
a. Sanitary Sewer System	\$ 3,034,061	\$ 1,624,270	\$ 580,427	\$ 599,342	\$ 230,022
b. Water Distribution System	\$ 2,132,163	\$ 730,916	\$ 577,279	\$ 615,438	\$ 208,530
c. Reuse Water System	\$ 1,280,276	\$ 397,112	\$ 305,927	\$ 416,610	\$ 160,628
2. Master Stormwater Management System					
a. Pond and Roadway Earthwork	\$ 4,964,099	\$ 2,091,826	\$ 1,350,725	\$ 1,115,337	\$ 406,212
b. On and Offsite Storm Conveyance System	\$ 5,647,038	\$ 2,085,374	\$ 1,787,682	\$ 1,329,561	\$ 444,420
3. Electrical Service Systems (Underground)	\$ 1,642,575	\$ 332,750	\$ 601,975	\$ 480,975	\$ 226,875
4. Conservation/ Mitigation Areas	\$ 387,200	\$ 387,200	\$ -		
5. On-Site Roadway Improvements	\$ 4,944,050	\$ 1,486,527	\$ 1,340,195	\$ 1,484,403	\$ 632,924
6. Off-Site Roadway and Utility Improvements	\$ 753,286	\$ 503,505	\$ 75,000	\$ 174,782	
7. Landscaping, Hardscaping and Irrigation <sup>2</sup>	\$ 1,677,900	\$ 746,420	\$ 308,710	\$ 507,770	\$ 115,000
8. Professional Consulting Fees <sup>1</sup>	\$ 2,265,030	\$ 1,645,126	\$ 247,184	\$ 227,889	\$ 144,831
9. Contingency (15%)	\$ 4,309,152				
Total	\$ 33,036,830				

<sup>1</sup> Includes engineering, legal, and other consultant fees.

<sup>2</sup> Balance of trails/baths included under #8

# SECTION B

**MASTER  
ASSESSMENT METHODOLOGY  
  
FOR  
KEPLER ROAD  
COMMUNITY DEVELOPMENT DISTRICT**

**Date: February 12, 2024**

**Prepared by**

**Governmental Management Services - Central Florida, LLC  
219 E. Livingston Street  
Orlando, FL 32801**





Table of Contents

1.0 Introduction..... 3  
    1.1 Purpose..... 3  
    1.2 Background..... 3  
    1.3 Special Benefits and General Benefits ..... 4  
    1.4 Requirements of a Valid Assessment Methodology ..... 5  
    1.5 Special Benefits Exceed the Costs Allocated ..... 5

2.0 Assessment Methodology ..... 5  
    2.1 Overview ..... 5  
    2.2 Allocation of Debt..... 6  
    2.3 Allocation of Benefit ..... 6  
    2.4 Lienability Test: Special and Peculiar Benefit to the Property ..... 7  
    2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay  
    Non-Ad Valorem Assessments ..... 7

3.0 True-Up Mechanism..... 8

4.0 Assessment Roll..... 8

5.0 Appendix ..... 9  
    Table 1: Development Program ..... 9  
    Table 2: Infrastructure Cost Estimates..... 10  
    Table 3: Bond Sizing..... 11  
    Table 4: Allocation of Benefit ..... 12  
    Table 5: Allocation of Benefit/Total Par Debt to Each Product Type ..... 13  
    Table 6: Par Debt and Annual Assessments ..... 14  
    Table 7: Preliminary Assessment Roll ..... 15

**GMS-CF, LLC does not represent the Kepler Road Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Kepler Road Community Development District with financial advisory services or offer investment advice in any form.**

## **1.0 Introduction**

The Kepler Road Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the “District”). The District plans to issue up to \$48,900,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Master Engineer’s Report dated February 12, 2024 prepared by Kelly, Collins & Gentry, Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

### **1.1 Purpose**

This Master Assessment Methodology Report (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District’s capital improvement plan (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District currently includes approximately 183.93 acres within the City of Deland, Volusia County, Florida. The development program currently envisions approximately 543 residential units (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer’s Report. Specifically, the District will construct and/or acquire certain

master utilities systems (sanitary sewer system, water distributions system, and reuse water system), master stormwater management systems (pond & roadway earthwork, and on & offsite storm conveyance system), electrical service systems (underground), conservation/mitigation areas, on-site roadway improvements, off-site roadway and utility improvements, landscaping, hardscaping, and irrigation, parks & recreation facilities, professional fees, and contingency. The estimated acquisition and construction costs of the CIP are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, site planned, or subjected to a declaration of condominiums, this amount will be assigned to each of the benefited properties based on an ERU basis.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, the proposed Development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

## **1.4 Requirements of a Valid Assessment Methodology**

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

## **1.5 Special Benefits Exceed the Costs Allocated**

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$33,036,830. The District's underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$48,900,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by TLC Trinity Gardens, LLC, or a related entity (the "Developer"). Without the CIP, the property would not be able to be developed per the Development program and occupied by future residents of the community.

## **2.0 Assessment Methodology**

### **2.1 Overview**

The District is planning to issue up to \$48,900,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, fund a debt service reserve account and pay costs of issuance. It is the purpose of this Assessment Report to allocate the \$48,900,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development, which construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost

\$33,036,830. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's underwriter to total approximately \$48,900,000. Table 3 shows the breakdown of the bond sizing.

## **2.2 Allocation of Debt**

Allocation of debt is a continuous process until the Development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting, site planning, or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be allocated to the Assigned Properties based on the benefits they receive. Property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the Development plan will be completed and the debt relating to the Bonds will be allocated to the planned 543 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the Development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

## **2.3 Allocation of Benefit**

The CIP consists of master utilities systems (sanitary sewer system, water distributions system, and reuse water system), master stormwater management systems (pond & roadway earthwork, and on & offsite storm conveyance system), electrical service systems (underground), conservation/mitigation areas, on-site roadway improvements, off-site roadway and utility improvements, landscaping, hardscaping, and irrigation, parks & recreation facilities, professional fees, and contingency. There are *three* residential product types within the planned Development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of the CIP costs and Bond debt to the particular land uses. It is important to note that the benefit derived from the

improvements on the particular units exceeds the cost that the units will be paying for such benefits.

## **2.4 Lienability Test: Special and Peculiar Benefit to the Property**

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These include master utilities systems (sanitary sewer system, water distributions system, and reuse water system), master stormwater management systems (pond & roadway earthwork, and on & offsite storm conveyance system), electrical service systems (underground), conservation/mitigation areas, on-site roadway improvements, off-site roadway and utility improvements, landscaping, hardscaping, and irrigation, parks & recreation facilities, professional fees, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the CIP, the special and peculiar benefits are:

- 1) added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

## **2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments**

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

### **3.0 True Up Mechanism**

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

### **4.0 Assessment Roll**

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Tables 1, 4, 5 & 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned

Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.



TABLE 1  
 KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT  
 DEVELOPMENT PROGRAM  
 MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Townhome	118	118	0.64	75.52
Single Family 50'	330	330	1.00	330.00
Single Family 60'	95	95	1.20	114.00
Total Units	543	543		519.52

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a 50' Single Family unit equal to 1 ERU

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

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 2**  
**KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**  
**INFRASTRUCTURE COST ESTIMATES**  
**MASTER ASSESSMENT METHODOLOGY**

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Sanitary Sewer System	\$3,034,061
Water Distribution System	\$2,132,163
Reuse Water System	\$1,280,276
Pond and Roadway Earthwork	\$4,964,099
On and Offsite Storm Conveyance System	\$5,647,038
Electrical Distribution System (Underground)	\$1,642,575
Conservation/Mitigation Areas	\$387,200
On-Site Roadway Improvements	\$4,944,050
Off-Site Roadway Improvements	\$753,286
Landscaping, Hardscaping, irrigation	\$1,677,900
Professional Consulting Fees	\$2,265,030
Contingency	\$4,309,152
<b>Total</b>	<b>\$33,036,830</b>

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated February 12, 2024

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3**  
**KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**  
**BOND SIZING**  
**MASTER ASSESSMENT METHODOLOGY**

<b>Description</b>	<b>Total</b>
Construction Funds	\$33,036,830
Debt Service Reserve	\$3,940,675
Capitalized Interest	\$10,269,000
Underwriters Discount	\$978,000
Cost of Issuance	\$650,000
Contingency	\$25,495
<b>Par Amount*</b>	<b>\$48,900,000</b>

Bond Assumptions:

Average Coupon	7.00%
Amortization	30 years
Capitalized Interest	36 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

\* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 4  
 KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT  
 ALLOCATION OF BENEFIT  
 MASTER ASSESSMENT METHODOLOGY**

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	118	0.64	75.52	14.54%	\$4,802,397	\$40,698
Single Family 50'	330	1.00	330.00	63.52%	\$20,985,051	\$63,591
Single Family 60'	95	1.20	114.00	21.94%	\$7,249,381	\$76,309
<b>Totals</b>	<b>543</b>		<b>519.52</b>	<b>100.00%</b>	<b>\$33,036,830</b>	

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhome	118	\$4,802,397	\$7,108,346	\$60,240
Single Family 50'	330	\$20,985,051	\$31,061,364	\$94,125
Single Family 60'	95	\$7,249,381	\$10,730,289	\$112,950
Totals	543	\$33,036,830	\$48,900,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Product Types	No. of Units *	Allocation of Par		Maximum Annual Debt Service	Net Annual Debt	
		Debt Per Product Type	Total Par Debt Per Unit		Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	118	\$7,108,346	\$60,240	\$572,836	\$4,855	\$5,164
Single Family 50	330	\$31,061,364	\$94,125	\$2,503,124	\$7,585	\$8,069
Single Family 60	95	\$10,730,289	\$112,950	\$864,715	\$9,102	\$9,683
Totals	543	\$48,900,000		\$3,940,675		

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Owner	Parcel ID*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
TLC TRINITY GARDENS, LLC	701400000150	103.9960	\$265,174	\$27,577,023	\$2,222,333	\$2,364,184
TLC TRINITY GARDENS, LLC	701400000160	30.0000	\$265,174	\$7,955,217	\$641,082	\$682,002
TLC TRINITY GARDENS, LLC	701400000180	19.5254	\$265,174	\$5,177,626	\$417,246	\$443,879
TLC TRINITY GARDENS, LLC	701400000170	17.3652	\$265,174	\$4,604,798	\$371,084	\$394,770
TLC TRINITY GARDENS, LLC	701400000171	13.5207	\$265,174	\$3,585,337	\$288,929	\$307,372
Totals		184.4073		\$48,900,000	\$3,940,675	\$4,192,207

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Average Coupon Rate (%)	7.00%
Maximum Annual Debt Service	\$3,940,675

\* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

# BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST  
VOLUSIA COUNTY, FLORIDA

**DESCRIPTION**

**PARCEL 1:**  
The North 1/2 of the Southeast 1/4 of the Southwest 1/4, also the Northeast 1/4 of the Southwest 1/4, less and except the Northeast 1/4 thereof, also the South 1/2 of the Southeast 1/4, less 200 foot Road Right of Way for the West Volusia Beltline and less that portion of the Southeast 1/4 of the Southeast 1/4, lying East of the 200 foot West Volusia Beltline Road Right of Way, and less the Volusia County Water Retention Area and the Florida Power Company Substation Site and Access Parcel, all lying and being in Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

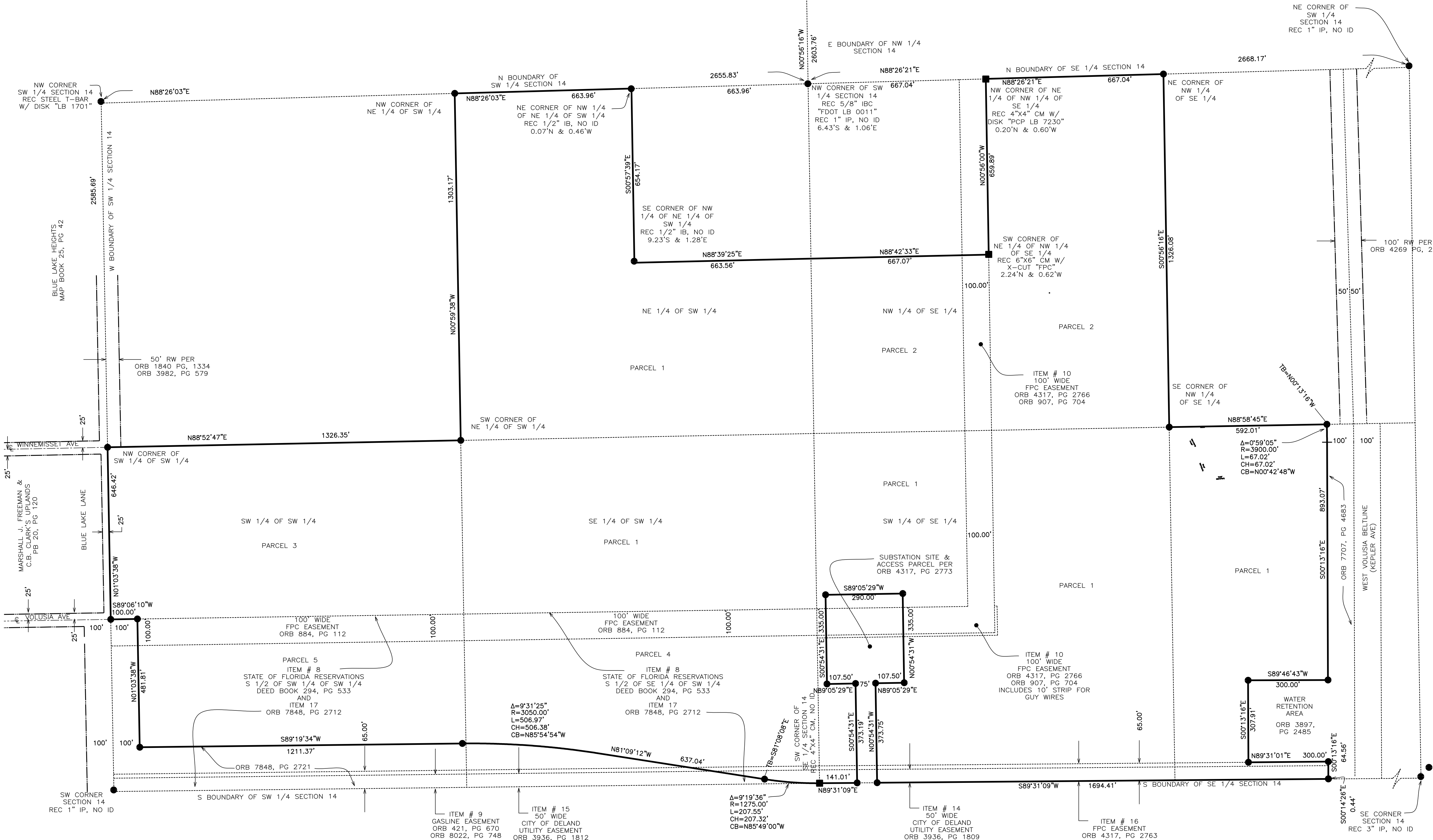
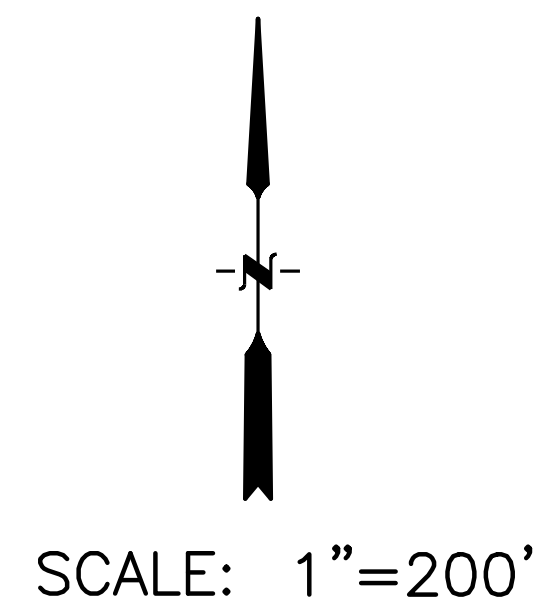
**PARCEL 2:**  
The South 1/2 of the Northwest 1/4 of the Southeast 1/4, and the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

**PARCEL 3:**  
The North 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida.

**PARCEL 4:**  
The South 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

**PARCEL 5:**  
The South 1/2 of the Southwest 1/4 of the Southwest 1/4, Section 14, Township 17 South, Range 30 East, Volusia County, Florida, less Road Right of Way and less that portion deeded to the City of Deland in Special Warranty Deed recorded May 4, 2020 in Official Records Book 7848, Page 2721, Public Records of Volusia County, Florida.

CONTAINING: 183.926 acres, more or less.



**NOTES**

- This Plat represents a Boundary Survey of the Description provided by client to Jones, Wood & Gentry, Inc. and does not indicate ownership.
- Bearings shown hereon are based on the West Boundary of the Southwest 1/4 of Section 14 as bearing N01°03'38"W, per Florida State Plane coordinates Zone East.
- A Commitment for Title Insurance was prepared by Chicago Title Insurance Company, Commitment No. RT62120856 with a commitment date of April 19, 2021 at 5:00 P.M. and was provided to Jones, Wood & Gentry, Inc. for use in preparing this survey. Research of the public records was not a part of the Scope of Surveying Services contract. Items listed in Schedule B Section II of the title commitment, to the extent they affect and can be shown graphically on the survey, relative to the subject property, are listed below:  
ITEM 8. Phosphate, Minerals, Metals and Petroleum Reservations and rights in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund, recorded in Deed Book 294, Page 533. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (Blanket over Parcels 4 and 5).  
ITEM 9. Easement Grant in favor of Houston Texas Gas and Oil Corporation recorded January 16, 1962 in Official Records Book 421, Page 670, as affected by Encroachment Agreement recorded April 7, 2021 in Official Records Book 8022, Page 748. (Parcels 1, 4 and 5) as shown hereon  
ITEM 10. Easement in favor of Florida Power Corporation recorded June 2, 1967 in Official Records Book 907, Page 704, Supplemental Easement for Distribution Facilities in Existing right of Way recorded June 9, 19, 1998 in Official Records Book 4317, Page 2766. (Parcels 1 and 2) as shown hereon  
ITEM 11. Covenant to Support Annexation recorded September 25, 1990 in Official Records Book 3527, Page 1921. (Parcels 1 and 4) Blanket  
ITEM 12. Covenant to Support Annexation recorded October 15, 1990 in Official Records Book 3537, Page 793. (Parcels 1 and 4) Blanket  
ITEM 13. Ordinance No. 90-41 recorded February 22, 1991 in Official Records Book 3592, Page 551. (Parcels 1 and 4) Blanket  
ITEM 14. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1809. (Parcel 1) as shown hereon  
ITEM 15. Grant of Easement in favor of the City of Deland recorded July 14, 1994 in Official Records Book 3936, Page 1812. (Parcels 4 and 5) as shown hereon  
ITEM 16. Easement in favor of Florida Power Corporation recorded June 19, 1998 in Official Records Book 4317, Page 2763. (Parcel 1) as shown hereon  
ITEM 17. Declaration of Covenants and Restrictions recorded May 4, 2020 in Official Records Book 7848, Page 2712. (Parcels 4 and 5) Blanket
- Elevations shown hereon are based on Volusia County 1988 datum Vertical Control Points:  
BLA#4 X-Cut in Concrete Published Elevation 84.343.

- LEGEND**
- R = RADIUS
  - Δ = DELTA
  - L = LENGTH
  - CH = CHORD LENGTH
  - CB = CHORD BEARING
  - TB = TANGENT BEARING
  - BNDY = BOUNDARY
  - ⊙ = CENTERLINE
  - C&G = CURB & GUTTER
  - CM = CONCRETE MONUMENT
  - CONC. = CONCRETE
  - CSL = CONCRETE SLAB
  - DOC. = DOCUMENT
  - EL. = ELEVATION
  - EP = EDGE OF PAVEMENT
  - F = FIELD
  - FPC = FLORIDA POWER CORPORATION
  - IBC = IRON BAR & CAP
  - ID = IDENTIFICATION
  - MES = MITERED END SECTION
  - OHE = OVERHEAD ELECTRIC WIRES
  - ORB = OFFICIAL RECORDS BOOK
  - P = PLAT
  - PB = PLAT BOOK
  - PG = PAGE
  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCEMENT
  - RCP = REINFORCED CONCRETE PIPE
  - REC = RECOVERED
  - R/W = RIGHT OF WAY
  - x- = FENCE
  - = 4"x4" CONCRETE MONUMENT
  - = 5/8" IBC, UNLESS NOTED OTHERWISE
  - ⊕ = POWER POLE-METAL
  - \* = TREE SAND PINE
  - ⊠ = SANITARY AIR RELEASE VALVE

**CERTIFIED TO:**  
Central Florida Investment Company, LLC  
CM Investments, LLC  
Stewart Family Properties, LLC  
Hanover Land Company, LLC  
Reliant Title Group, Inc. d/b/a Volusia Title Services  
Chicago Title Insurance Company

**JONES, WOOD & GENTRY, INC.**  
PROFESSIONAL SURVEYORS AND MAPPERS - FL 1  
9845 EAST COLONIAL DRIVE  
SUITE 114  
ORLANDO, FLORIDA 32817  
407-898-7780

NOT VALID WITHOUT SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

*Daniel E. Gentry Jr.*  
DANIEL E. GENTRY JR., Florida Registration Number 5047

FOR: **HANOVER LAND COMPANY, LLC**

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BY: **DG3**  
DATE: **07-12-2021**  
DRAWING: **29282-bdy.dwg**  
JOB #: **29282**  
SHEET: **1 OF 10 SHEETS**



# BOUNDARY & TOPOGRAPHIC SURVEY

SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST  
VOLUSIA COUNTY, FLORIDA

## DESCRIPTION

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 17 SOUTH, RANGE 30 EAST VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1275.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 89 DEGREES 32 MINUTES 15 SECONDS WEST RUN WESTERLY 207.55 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 19 MINUTES 36 SECONDS TO THE END OF SAID CURVE; THENCE NORTH 81 DEGREES 09 MINUTES 12 SECONDS WEST 637.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3050.00 FEET; THENCE FROM A TANGENT BEARING OF NORTH 81 DEGREES 08 MINUTES 08 SECONDS WEST RUN WESTERLY 506.97 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 31 MINUTES 25 SECONDS TO THE END OF SAID CURVE; THENCE SOUTH 89 DEGREES 19 MINUTES 34 SECONDS WEST 1211.37 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH BLUE LAKE AVENUE PER DEED BOOK 306, PAGE 251 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND VOLUSIA COUNTY RIGHT OF WAY MAP PROJECT 1358; THENCE NORTH 01 DEGREES 03 MINUTES 38 SECONDS WEST 481.81 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 89 DEGREES 06 MINUTES 10 SECONDS WEST 100.00 FEET ALONG SAID RIGHT OF WAY LINE AND SAID NORTH BOUNDARY TO A POINT ON THE WEST BOUNDARY OF SAID SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 01 DEGREES 03 MINUTES 38 SECONDS WEST 646.42 FEET ALONG SAID RIGHT OF WAY LINE AND SAID WEST BOUNDARY TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88 DEGREES 52 MINUTES 47 SECONDS EAST 1326.35 FEET ALONG SAID RIGHT OF WAY LINE AND THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 00 DEGREES 59 MINUTES 38 SECONDS WEST 1303.17 FEET ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 26 MINUTES 03 SECONDS EAST 663.96 FEET ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST 1/4 TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 00 DEGREES 57 MINUTES 39 SECONDS EAST 654.17 FEET ALONG THE EAST BOUNDARY OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 88 DEGREES 39 MINUTES 25 SECONDS EAST 663.56 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 42 MINUTES 33 SECONDS EAST 667.07 FEET ALONG THE NORTH BOUNDARY OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 00 DEGREES 56 MINUTES 00 SECONDS WEST 659.89 FEET ALONG THE WEST BOUNDARY OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88 DEGREES 26 MINUTES 21 SECONDS EAST 667.04 FEET ALONG SAID NORTH BOUNDARY OF SAID SOUTHEAST 1/4 TO THE NORTHEAST CORNER OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 56 MINUTES 16 SECONDS EAST 1326.08 FEET ALONG THE EAST BOUNDARY OF SAID EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 88 DEGREES 58 MINUTES 45 SECONDS EAST 592.01 FEET ALONG THE NORTH BOUNDARY OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14 TO A POINT ON THE WEST RIGHT OF WAY LINE OF WEST VOLUSIA BELTLINE (KEPLER AVENUE) AS RECORDED IN OFFICIAL RECORDS BOOK 7707, PAGE 4683 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 3900.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST RUN SOUTHERLY 67.02 FEET ALONG THE ARC OF SAID CURVE AND SAID WEST RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 00 DEGREES 59 MINUTES 05 SECONDS TO THE END OF SAID CURVE; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 893.07 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3897, PAGE 2485 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 46 MINUTES 43 SECONDS WEST 300.00 FEET ALONG THE NORTH BOUNDARY OF SAID LANDS TO THE NORTHWEST CORNER OF SAID LANDS; ; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 307.91 FEET ALONG THE WEST BOUNDARY OF SAID LANDS TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 89 DEGREES 31 MINUTES 01 SECONDS EAST 300.00 FEET ALONG THE SOUTH BOUNDARY OF SAID LANDS TO THE SOUTHEAST CORNER OF SAID LANDS AND A POINT ON THE AFORESAID WEST RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 13 MINUTES 16 SECONDS EAST 64.56 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 14 MINUTES 26 SECONDS EAST 0.44 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH BOUNDARY OF SAID SOUTHEAST 1/4 OF SECTION 14; THENCE SOUTH 89 DEGREES 31 MINUTES 09 SECONDS WEST 1691.41 FEET ALONG SAID SOUTH BOUNDARY TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4317, PAGE 2773 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND THE FOLLOWING 7 COURSES AND DISTANCES: THENCE NORTH 00 DEGREES 54 MINUTES 31 SECONDS WEST 373.75 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST 107.50 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 31 SECONDS WEST 335.00 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 29 SECONDS WEST 290.00 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 31 SECONDS EAST 335.00 FEET; THENCE NORTH 89 DEGREES 05 MINUTES 29 SECONDS EAST 107.50 FEET; THENCE SOUTH 00 DEGREES 54 MINUTES 31 SECONDS EAST 373.19 FEET TO A POINT ON SAID SOUTH BOUNDARY OF THE SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 31 MINUTES 09 SECONDS WEST 141.01 FEET ALONG SAID SOUTH BOUNDARY TO THE POINT OF BEGINNING.



**JONES, WOOD & GENTRY, INC.**  
PROFESSIONAL SURVEYORS AND MAPPERS - LB1  
9645 EAST COLONIAL DRIVE  
SUITE 114  
ORLANDO, FLORIDA 32817  
407-898-7780

FOR:

**HANOVER LAND COMPANY, LLC**

BY: DG3  
DATE: 07-12-2022  
DRAWING: 29282-bdy.dwg  
JOB: 29282  
SHEET: 2 OF 10

# SECTION C

**RESOLUTION 2024-31**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

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

**WHEREAS**, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, *Florida Statutes* (the “Assessments”); and

**WHEREAS**, the District is empowered by Chapter 190, Community Development Districts, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Tax Collections, Sales and Liens, *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**, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Assessment Methodology*, dated February 12, 2024, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “District Records Office”); and

**WHEREAS**, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

**SECTION 1.** Recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** Assessments shall be levied to defray a portion of the cost of the Improvements.

**SECTION 3.** The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, 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.** The total estimated cost of the Improvements is \$33,036,830 (the "Estimated Cost").

**SECTION 5.** The Assessments will defray approximately \$48,900,000, which includes the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.

**SECTION 6.** The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.

**SECTION 7.** The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

**SECTION 8.** 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 shall be open to inspection by the public.

**SECTION 9.** With respect to each lien securing a series of bonds, the Assessments shall be paid in not more than (30) thirty yearly 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.

**SECTION 10.** 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 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 11.** The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

**SECTION 12.** The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Volusia County, provided that the first publication shall be at least twenty (20) days before and the last publication shall be at least one (1) week prior to the date of the hearing, and to provide such other notice as may be required by law or desired in the best interests of the District.

**SECTION 13.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 12th day of February 2024.

ATTEST:

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** *Master Engineer's Report*, dated February 12, 2024

**Exhibit B:** *Master Assessment Methodology*, dated February 12, 2024

**Exhibit A:**  
*Master Engineer's Report*, dated February 12, 2024

**Exhibit B:**  
*Master Assessment Methodology*, dated February 12, 2024

# SECTION D



**RESOLUTION 2024-32**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON April 8, 2024, AT 11:00 AM, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.**

**WHEREAS**, the Board of Supervisors of the Kepler Road Community Development District (the “Board”) has previously adopted Resolution 2024-31 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.**

**WHEREAS**, in accordance with Resolution 2024-31, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 219 East Livingston Street, Orlando, Florida, 32801 (the “District Office”).

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** There is hereby declared a public hearing to be held at 11:00 AM on April 8, 2024, at the Gateway Center of the Arts, 880 Highway 17, DeBary, Florida 32713, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file.

**SECTION 2.** Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Volusia County (by two publications one 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 this 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 Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 12th day of February 2024.

ATTEST:

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

# SECTION E

**RESOLUTION NO. 2024-33**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$48,900,000 KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, IN ONE OR MORE SERIES; APPROVING THE FORM OF A MASTER TRUST INDENTURE; APPOINTING A TRUSTEE, REGISTRAR AND PAYING AGENT; APPROVING A CAPITAL IMPROVEMENT PROGRAM; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE BONDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of Kepler Road Community Development District (the "Board" and the "District" respectively) has determined to proceed at this time with the validation of not to exceed \$48,900,000 in principal amount of Kepler Road Community Development District Capital Improvement Revenue Bonds in one or more Series (collectively, the "Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of the first day of the first month in which the first Bonds are issued thereunder (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), to be amended and supplemented by supplemental trust indentures relating to one or more Series of Bonds (the "Supplemental Indentures"), between the District and the Trustee (collectively, the Master Indenture as amended and supplemented from time to time by the Supplemental Indentures is hereinafter referred to as the "Indenture");

**WHEREAS**, the Bonds are to be issued to pay all or a part of the costs of the design, permitting, acquisition, construction and installation of certain improvements and facilities and associated professional fees and incidental costs, all as permitted by Chapter 190, Florida Statutes, and as described generally in Exhibit A, as may be amended and/or supplemented from time to time (the "Capital Improvement Program");

**WHEREAS**, the Board finds that the provision of the Capital Improvement Program is an appropriate public purpose and is in the best interests of the District, its landowners and residents; and

**WHEREAS**, in conjunction with the commencement of the validation proceedings relating to the Bonds, it is necessary to approve the form of the Master Indenture and to provide for various other matters with respect to the Bonds;

**NOW, THEREFORE, BE IT RESOLVED** that

**1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

**2. Master Indenture; Appointment of Trustee, Registrar and Paying Agent.** Attached hereto as Exhibit B is the form of Master Indenture, which form is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Board in a subsequent resolution or resolutions authorizing the issuance of a specific Series of Bonds thereunder. U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida is hereby appointed as Trustee, Registrar and Paying Agent under the Master Indenture.

**3. Description of Bonds.** The Bonds shall be dated, shall be in the aggregate principal amount not to exceed \$48,900,000, shall mature, shall be subject to mandatory and optional redemption on the terms, at the times and prices and in the manner, and shall bear interest at the rates to be provided in the Supplemental Indenture relating to the respective Series of Bonds and in the subsequent resolution or resolutions establishing the details of the Bonds. The Bonds shall be initially signed by the manual or facsimile signature of the Chairman or Vice Chairman and initially countersigned by the manual or facsimile signature of the Secretary or Assistant Secretary and shall be authenticated by the manual signature of the Trustee. The Bonds shall be in the general form of Bonds which shall be attached to the relevant Supplemental Indenture. The Bonds, when executed and delivered by the District, shall be the legal, valid, binding obligations of the District, enforceable in accordance with their terms.

The Bonds, and interest thereon, shall not be deemed to constitute a debt, liability or obligation of the State of Florida, or of any political subdivision thereof but shall be solely payable from Assessments, as pledged in the Indenture. Neither the full faith and credit, nor any taxing power of the District, the City of Deland, Florida, Volusia County, Florida, or the State of Florida, or of any political subdivision thereof is pledged for the payment of the principal of or interest on the Bonds, except for the Pledged Revenues, including special assessments to be assessed and levied by the District to secure and pay the Bonds.

**4. Approval of Capital Improvement Program.** The Capital Improvement Program set forth in Exhibit A hereto, as may be amended and/or supplemented from time to time, is hereby approved as encompassing the scope and nature of the capital improvements which may be undertaken by the District from the proceeds of the Bonds. The actual projects which are components of the Capital Improvement Program to be undertaken by the District shall be established in subsequent reports of the Consulting Engineer to the District and set forth in the

Supplemental Indentures relating to Series of Bonds which may be issued by the District.

**5. Commencement of Validation Proceedings.** Kutak Rock LLP, the District's General Counsel, is hereby authorized to file a complaint in the Circuit Court in and for Volusia County, Florida, against the State of Florida, and the taxpayers, property owners, and citizens of the District, including non-residents owning property or subject to taxation therein, and all others having or claiming any right, title, or interest in property to be affected by the issuance of the Bonds or to be affected in any way thereby in accordance with the provisions of Chapter 75, Florida Statutes, and to take any and all further action which shall be necessary in order to achieve a final non-appealable order of validation with respect to the Bonds.

The Chairman or Vice Chairman or any other member of the Board is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The officers and agents of the District, including without limitation, the Secretary, any Assistant Secretary, District Manager, Consulting Engineer, and the methodology consultant to the District are hereby also authorized to offer testimony for and on behalf of the District in connection with such proceedings.

**6. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the commencement of the validation proceedings for the Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members 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.

**7. Other Actions.** The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary, and all other members, officers, agents and employees of the Board and the District are hereby authorized and directed to take all actions necessary or desirable in connection with the validation, issuance and delivery of the Bonds and the consummation of all transactions in connection therewith, including the execution of all necessary or desirable certificates, documents, papers, and agreements and the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture and this Resolution.

Notwithstanding anything herein to the contrary, no Series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or Supplemental Indenture fixing the details of such Series of Bonds, whether specified

by the Board or delegated to a Designated Member, as may be defined in such subsequent resolution.

**8. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED** in Public Session of the Board of Supervisors of Kepler Road Community Development District, this 12<sup>th</sup> day of February, 2024.

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman,  
Board of Supervisors

Exhibit A – Description of Capital Improvement Program  
Exhibit B – Form of Master Trust Indenture

**EXHIBIT A**

**DESCRIPTION OF CAPITAL IMPROVEMENT PROGRAM**



**EXHIBIT B**

**FORM OF MASTER TRUST INDENTURE**

---

---

**MASTER TRUST INDENTURE**

**BETWEEN**

**KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**

**AND**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
AS TRUSTEE**

**Dated as of [Dated Date]**

---

---

## TABLE OF CONTENTS

### ARTICLE I DEFINITIONS

SECTION 101. MEANING OF WORDS AND TERMS .....	3
SECTION 102. RULES OF CONSTRUCTION .....	17

### ARTICLE II FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

SECTION 201. ISSUANCE OF BONDS .....	17
SECTION 202. DETAILS OF BONDS .....	18
SECTION 203. EXECUTION AND FORM OF BONDS .....	18
SECTION 204. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS .....	19
SECTION 205. OWNERSHIP OF BONDS .....	19
SECTION 206. SPECIAL OBLIGATIONS .....	20
SECTION 207. AUTHORIZATION OF BONDS .....	20
SECTION 208. MUTILATED, DESTROYED OR LOST BONDS .....	22
SECTION 209. PARITY OBLIGATIONS UNDER CREDIT AGREEMENTS .....	22
SECTION 210. BOND ANTICIPATION NOTES .....	22
SECTION 211. TAX STATUS OF BONDS .....	23

### ARTICLE III REDEMPTION OF BONDS

SECTION 301. REDEMPTION GENERALLY .....	23
SECTION 302. NOTICE OF REDEMPTION; PROCEDURE FOR SELECTION .....	24
SECTION 303. EFFECT OF CALLING FOR REDEMPTION .....	25
SECTION 304. CANCELLATION .....	26

### ARTICLE IV ACQUISITION AND CONSTRUCTION FUND

SECTION 401. ACQUISITION AND CONSTRUCTION FUND .....	26
SECTION 402. PAYMENTS FROM ACQUISITION AND CONSTRUCTION FUND .....	26
SECTION 403. COST OF A SERIES PROJECT .....	26
SECTION 404. DISPOSITION OF BALANCES IN ACQUISITION AND CONSTRUCTION FUND .....	28

### ARTICLE V ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

SECTION 501. LIEN .....	29
SECTION 502. ESTABLISHMENT OF FUNDS .....	29
SECTION 503. ACQUISITION AND CONSTRUCTION FUND .....	30
SECTION 504. REVENUE FUND .....	31
SECTION 505. DEBT SERVICE FUND .....	32
SECTION 506. OPTIONAL REDEMPTION .....	34
SECTION 507. REBATE FUND .....	36

SECTION 508.	INVESTMENT OF FUNDS AND ACCOUNTS .....	37
SECTION 509.	DEFICIENCIES AND SURPLUSES IN FUNDS AND ACCOUNTS .....	39
SECTION 510.	INVESTMENT INCOME .....	39
SECTION 511.	CANCELLATION OF BONDS .....	40

ARTICLE VI  
CONCERNING THE TRUSTEE

SECTION 601.	ACCEPTANCE OF TRUST .....	40
SECTION 602.	NO RESPONSIBILITY FOR RECITALS.....	40
SECTION 603.	TRUSTEE MAY ACT THROUGH AGENTS; ANSWERABLE ONLY FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.....	40
SECTION 604.	COMPENSATION AND INDEMNITY.....	41
SECTION 605.	NO DUTY TO RENEW INSURANCE .....	41
SECTION 606.	NOTICE OF DEFAULT; RIGHT TO INVESTIGATE.....	41
SECTION 607.	OBLIGATION TO ACT ON DEFAULT .....	42
SECTION 608.	RELIANCE BY TRUSTEE .....	42
SECTION 609.	TRUSTEE MAY DEAL IN BONDS.....	42
SECTION 610.	CONSTRUCTION OF AMBIGUOUS PROVISION.....	42
SECTION 611.	RESIGNATION OF TRUSTEE .....	43
SECTION 612.	REMOVAL OF TRUSTEE.....	43
SECTION 613.	APPOINTMENT OF SUCCESSOR TRUSTEE .....	43
SECTION 614.	QUALIFICATION OF SUCCESSOR TRUSTEE .....	44
SECTION 615.	INSTRUMENTS OF SUCCESSION.....	44
SECTION 616.	MERGER OF TRUSTEE .....	44
SECTION 617.	RESIGNATION OF PAYING AGENT OR BOND REGISTRAR.....	45
SECTION 618.	REMOVAL OF PAYING AGENT OR BOND REGISTRAR .....	45
SECTION 619.	APPOINTMENT OF SUCCESSOR PAYING AGENT OR BOND REGISTRAR.....	45
SECTION 620.	QUALIFICATIONS OF SUCCESSOR PAYING AGENT OR BOND REGISTRAR .....	46
SECTION 621.	ACCEPTANCE OF DUTIES BY SUCCESSOR PAYING AGENT OR BOND REGISTRAR .....	46
SECTION 622.	SUCCESSOR BY MERGER OR CONSOLIDATION.....	46
SECTION 623.	BROKERAGE STATEMENTS .....	46
SECTION 624.	PATRIOT ACT REQUIREMENTS OF THE TRUSTEE .....	47

ARTICLE VII  
FUNDS CONSTITUTE TRUST FUNDS

SECTION 701.	TRUST FUNDS.....	47
--------------	------------------	----

ARTICLE VIII  
COVENANTS AND AGREEMENTS OF THE DISTRICT

SECTION 801.	PAYMENT OF BONDS .....	48
SECTION 802.	EXTENSION OF PAYMENT OF BONDS.....	48
SECTION 803.	FURTHER ASSURANCE.....	48
SECTION 804.	POWER TO ISSUE BONDS AND CREATE A LIEN.....	48

SECTION 805. POWER TO UNDERTAKE SERIES PROJECTS AND TO COLLECT PLEDGED REVENUES .....	48
SECTION 806. SALE OF SERIES PROJECTS .....	49
SECTION 807. COMPLETION AND MAINTENANCE OF SERIES PROJECTS .....	49
SECTION 808. ACCOUNTS AND REPORTS .....	50
SECTION 809. ARBITRAGE AND OTHER TAX COVENANTS .....	51
SECTION 810. ENFORCEMENT OF PAYMENT OF ASSESSMENTS .....	51
SECTION 811. METHOD OF COLLECTION OF ASSESSMENTS AND BENEFIT SPECIAL ASSESSMENTS.....	51
SECTION 812. DELINQUENT ASSESSMENTS .....	51
SECTION 813. DEPOSIT OF PROCEEDS FROM SALE OF TAX CERTIFICATES .....	52
SECTION 814. SALE OF TAX DEED OR FORECLOSURE OF ASSESSMENT OR BENEFIT SPECIAL ASSESSMENT LIEN .....	52
SECTION 815. OTHER OBLIGATIONS PAYABLE FROM ASSESSMENTS OR BENEFIT SPECIAL ASSESSMENTS .....	53
SECTION 816. RE-ASSESSMENTS .....	53
SECTION 817. GENERAL.....	53
SECTION 818. CONTINUING DISCLOSURE .....	54

**ARTICLE IX  
EVENTS OF DEFAULT AND REMEDIES**

SECTION 901. EXTENSION OF INTEREST PAYMENT .....	54
SECTION 902. EVENTS OF DEFAULT .....	54
SECTION 903. ACCELERATION OF MATURITIES OF BONDS OF A SERIES UNDER CERTAIN CIRCUMSTANCES .....	56
SECTION 904. ENFORCEMENT OF REMEDIES.....	57
SECTION 905. PRO RATA APPLICATION OF FUNDS AMONG OWNERS OF A SERIES OF BONDS .....	58
SECTION 906. EFFECT OF DISCONTINUANCE OF PROCEEDINGS.....	60
SECTION 907. RESTRICTION ON INDIVIDUAL OWNER ACTIONS.....	60
SECTION 908. NO REMEDY EXCLUSIVE .....	60
SECTION 909. DELAY NOT A WAIVER .....	60
SECTION 910. RIGHT TO ENFORCE PAYMENT OF BONDS.....	60
SECTION 911. NO CROSS DEFAULT AMONG SERIES.....	61
SECTION 912. INDEMNIFICATION.....	61
SECTION 913. PROVISIONS RELATING TO BANKRUPTCY OR INSOLVENCY OF LANDOWNER.....	61

**ARTICLE X  
EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP  
OF BONDS**

SECTION 1001. EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS.....	63
SECTION 1002. DEPOSIT OF BONDS .....	64

ARTICLE XI  
SUPPLEMENTAL INDENTURES

SECTION 1101. SUPPLEMENTAL INDENTURES WITHOUT OWNER CONSENT .....	64
SECTION 1102. SUPPLEMENTAL INDENTURES WITH OWNER CONSENT .....	65
SECTION 1103. OPINION OF BOND COUNSEL WITH RESPECT TO SUPPLEMENTAL INDENTURE.....	66
SECTION 1104. SUPPLEMENTAL INDENTURE PART OF INDENTURE .....	67
SECTION 1105. INSURER OR ISSUER OF A CREDIT FACILITY OR LIQUIDITY FACILITY AS OWNER OF BONDS .....	67

ARTICLE XII  
DEFEASANCE

SECTION 1201. DEFEASANCE AND DISCHARGE OF THE LIEN OF THIS MASTER INDENTURE AND SUPPLEMENTAL INDENTURES .....	68
SECTION 1202. MONEYS HELD IN TRUST .....	72

ARTICLE XIII  
MISCELLANEOUS PROVISIONS

SECTION 1301. EFFECT OF COVENANT .....	72
SECTION 1302. MANNER OF GIVING NOTICE TO THE DISTRICT AND THE TRUSTEE .....	73
SECTION 1303. MANNER OF GIVING NOTICE TO THE OWNERS .....	73
SECTION 1304. SUCCESSORSHIP OF DISTRICT OFFICERS .....	74
SECTION 1305. INCONSISTENT PROVISIONS .....	74
SECTION 1306. FURTHER ACTS; COUNTERPARTS .....	74
SECTION 1307. HEADINGS NOT PART OF INDENTURE.....	74
SECTION 1308. EFFECT OF PARTIAL INVALIDITY .....	74
SECTION 1309. ATTORNEYS' FEES .....	74
SECTION 1310. EFFECTIVE DATE .....	75

EXHIBIT A – FORM OF REQUISITION

## **MASTER TRUST INDENTURE**

**THIS MASTER TRUST INDENTURE** is dated as of [Dated Date], between **KEPLER ROAD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association and having the authority to exercise corporate trust powers, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

**WHEREAS**, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes, as amended from time to time (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

**WHEREAS**, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and, by virtue of Section 190.022 of the Act, to levy and collect special assessments therefor as provided in Chapter 170, Florida Statutes, as amended from time to time, and to levy and collect user charges and fees therefor as provided in Section 190.011, Florida Statutes, as amended from time to time; and

**WHEREAS**, additionally, the District has the power and authority under the Act to levy and collect Benefit Special Assessments (hereinafter defined) and Operation and Maintenance Assessments (hereinafter defined); and

**WHEREAS**, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereinafter defined) is and will be necessary and desirable in serving the District's goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within and without the boundaries of the District; and

**WHEREAS**, the execution and delivery of the Bonds (hereinafter defined) and of this Master Indenture (hereinafter defined) have been duly authorized by the Governing Body (hereinafter defined) of the District and all things necessary to make the Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Master Indenture a valid and binding agreement and a valid and binding lien on the Trust Estate (hereinafter defined) have been done;

**NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:**

**GRANTING CLAUSES**

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds by the Owners (hereinafter defined), and of the sum of ten dollars (\$10.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of this Master Indenture, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereinafter defined) issued hereunder according to their tenor and effect and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture (hereinafter defined) authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (a) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (b) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture, the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

**TO HAVE AND TO HOLD** the Trust Estate, whether now owned or held or hereafter acquired, forever;

**IN TRUST NEVERTHELESS**, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and



all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereinafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

**IT IS HEREBY COVENANTED, DECLARED AND AGREED** that (a) this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, and (d) the Bonds of a Series are to be issued, authenticated and delivered, and the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds and the District covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

## **ARTICLE I DEFINITIONS**

**Section 101. Meaning of Words and Terms.** The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly intended:

**"Accountant"** shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

**"Accountant's Certificate"** shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountant) from time to time selected by the District.

**"Accounts"** shall mean all accounts created hereunder or pursuant to a Supplemental Indenture, except the Series Rebate Account within the Rebate Fund.

**"Accreted Value"** shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places)

equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Capital Appreciation Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Capital Appreciation Bond as of such date shall be the amount determined by compounding the Accreted Value of such Capital Appreciation Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a 360-day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) 180. A table of Accreted Values for the Capital Appreciation Bonds shall be incorporated in a Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

***"Acquisition and Construction Fund"*** shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

***"Act"*** shall mean Chapter 190, Florida Statutes, as amended from time to time.

***"Additional Bonds"*** shall mean Bonds ranking on a parity with a Series of Bonds issued under a Supplemental Indenture, provided that such Supplemental Indenture allows for the issuance of parity Bonds.

***"Amortization Installments"*** shall mean the moneys required to be deposited in a Series Sinking Fund Account within a Series Debt Service Account within the Debt Service Fund 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.

***"Assessments"*** shall mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended from time to time, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the

collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

**"Authorized Denomination"** shall, except as provided in any Supplemental Indenture relating to a Series of Bonds, mean the denomination of \$5,000 or any integral multiple thereof.

**"Authorized Officer"** shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

**"Beneficial Owners"** shall have the meaning given such term by DTC so long as it is the registered Owner through its nominee, Cede & Co., of the Bonds as to which such reference is made to enable such Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

**"Benefit Special Assessments"** shall mean benefit special assessments levied and collected in accordance with Section 190.021(2) of the Act, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Benefit Special Assessments which are not paid in full when due and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

**"Bond Anticipation Notes"** shall mean bond anticipation notes issued pursuant to a Supplemental Indenture in anticipation of the sale of an authorized Series of Bonds and in a principal amount not exceeding the principal amount of such anticipated Series of Bonds.

**"Bond Counsel"** shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

**"Bond Registrar"** shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registration books of the District reflecting the names, addresses, and other identifying information of the Owners of Bonds of such Series.

**"Bond Year"** shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of May in each year and ending on the last day of April of the following year.

**"Bonds"** shall mean the Outstanding Bonds of all Series.

**"Business Day"** shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed.

**"Capital Appreciation Bonds"** shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

**"Capitalized Interest"** shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of the Series Project to be funded by such Series of Bonds, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series of Bonds.

**"Chairman"** shall mean the Chairman or Vice Chairman of the Governing Body of the District, or his or her designee, or the person succeeding to his or her principal functions.

**"Code"** shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

**"Completion Bonds"** shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

**"Connection Fees"** shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

**"Consulting Engineer"** shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

**"Continuing Disclosure Agreement"** shall mean a Continuing Disclosure Agreement, by and among the District, the dissemination agent named therein, and any other "obligated person" 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"** as applied to a Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof.

**"Credit Facility"** or **"Liquidity Facility"** shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit Facility or Liquidity Facility if then in effect.

**"Current Interest Bonds"** shall mean Bonds of a Series the interest on which is payable at least annually.

**"Date of Completion"** with respect to a Series Project shall mean: (a) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineer filed with the Trustee and the District; or (b) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineer, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineer shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

**"Debt Service"** shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

**"Debt Service Fund"** shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

**"Delinquent Assessments"** shall mean, collectively, any and all installments of any Assessments which are not paid when due, including any applicable grace period under State law or District proceedings.

**"Depository"** shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

**"Direct Billed"** shall mean Assessments, Benefit Special Assessments or Operation and Maintenance Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

**"District"** shall mean the Kepler Road Community Development District, a community development district established pursuant to the Act, or any successor thereto which succeeds to the obligations of the District hereunder.

**"DTC"** shall mean The Depository Trust Company, and its successors and assigns.

**"Engineer's Certificate"** shall mean a certificate of the Consulting Engineer or of such other engineer or firm of engineers having a favorable repute for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

**"Event of Default"** shall mean any of the events described in Section 902 hereof.

**"Federal Securities"** shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (a) Government Obligations, (b) any Tax-Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax-Exempt Obligations, (c) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust, and (d) investment agreements at least one hundred percent (100%) collateralized by obligations described in clauses (a), (b) or (c) above.

**"Fiscal Year"** shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

**"Funds"** shall mean all funds, except the Rebate Fund, created pursuant to Section 502 hereof.

**"Governing Body"** shall mean the Board of Supervisors of the District.

**"Government Obligations"** shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

**"Indenture"** shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures and shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

**"Insurer"** shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

**"Interest Payment Date"** shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

**"Investment Obligations"** shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Bond Anticipation Notes or Bonds, any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

(a) Government Obligations;

(b) 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; 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;

(c) Direct and general obligations of any state of the United States, the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(d) 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;

(e) Bank or broker repurchase agreements fully secured by securities specified in (a) or (b) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than \$100,000,000;

(f) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(g) Any short-term government fund or any money market fund whose assets consist of (a), (b) and (c) above;

(h) 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;

(i) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee;

(j) Obligations of any state of the United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement; and

(k) The Local Government Surplus Funds Trust Fund as described in Section 218.405, Florida Statutes, or the corresponding provisions of subsequent laws.

Under all circumstances, the Trustee shall be entitled to rely on the direction of an Authorized Officer that any investment directed by the District is permitted under the Indenture and is a legal investment for funds of the District.

**"Letter of Credit Agreement"** shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

**"Liquidity Agreement"** shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

**"Majority Owners"** shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds of a Series then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

**"Master Indenture"** shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

**"Maturity Amount"** shall mean the amount due at maturity with respect to a Capital Appreciation Bond.



**"Maximum Annual Debt Service Requirement"** shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

**"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 is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody's will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

**"Operation and Maintenance Assessments"** shall mean assessments described in Section 190.021(3) of the Act, for the maintenance of District facilities or the operations of the District.

**"Option Bonds"** shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

**"Outstanding"** when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

(d) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI hereof.

**"Owner" or "Owners"** shall mean the registered owners from time to time of Bonds.

**"Paying Agent"** shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

**"Pledged Funds"** shall mean all of the Series Pledged Funds.

**"Pledged Revenues"** shall mean all of the Series Pledged Revenues.

**"Prepayments"** shall mean any Assessments or Benefit Special Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due, including but not limited to "true-up payments" due as part of the Assessments or an applicable agreement. Interest may be required to be paid with a Prepayment, but for purposes of this definition, Prepayments shall not include any interest paid on such Assessments.

**"Property Appraiser"** shall mean the Property Appraiser of Volusia County, Florida, or the person succeeding to such officer's principal functions.

**"Rebate Amount"** shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

**"Rebate Analyst"** shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.

**"Rebate Fund"** shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

**"Record Date"** shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice

of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.

**"Redemption Price"** shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.

**"Refunding Bonds"** shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Bonds then Outstanding.

**"Reserve Fund"** shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

**"Revenue Fund"** shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

**"Rule"** shall mean Rule 15c2-12(b)(5) adopted 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 business unit of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

**"Secretary"** shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee, or the person succeeding to his or her principal functions.

**"Serial Bonds"** shall mean Bonds (other than Term Bonds) that mature in annual or semi-annual installments.

**"Series"** shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such 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.

**"Series Acquisition and Construction Account"** shall mean the account within the Acquisition and Construction Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Capitalized Interest Account"** shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Costs of Issuance Account"** shall mean the account within the Acquisition and Construction Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Debt Service Account"** shall mean the account within the Debt Service Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Interest Account"** shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Optional Redemption Subaccount"** shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Pledged Funds"** shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

**"Series Pledged Revenues"** shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Benefit Special Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

**"Series Prepayment Subaccount"** shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Principal Account"** shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Project"** or **"Series Projects"** shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within

or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

**"Series Rebate Account"** shall mean the account within the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Redemption Account"** shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Reserve Account"** shall mean the account within the Reserve Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Reserve Account Requirement"** shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for a Series of Bonds; provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the "Series Reserve Account Requirement" shall be an amount equal to the lesser of (a) the Maximum Annual Debt Service Requirement for all Bonds of such Series then Outstanding, (b) 125% of the average annual debt service for all Bonds of such Series then Outstanding, or (c) the aggregate of ten percent (10%) of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of (y) 110% of the daily average interest rate on such Variable Rate Bonds during the twelve (12) months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (z) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (c) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Account Requirement for a Series is zero.

**"Series Revenue Account"** shall mean the account within the Revenue Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Sinking Fund Account"** shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

**"Series Trust Estate"** shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

**"State"** shall mean the State of Florida.

**"Subordinate Debt"** shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

**"Supplemental Indenture"** shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

**"Tax Collector"** shall mean the Tax Collector of Volusia County, Florida, or the person succeeding to such officer's principal functions.

**"Tax-Exempt Bonds"** shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

**"Tax-Exempt Obligations"** shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

**"Tax Regulatory Covenants"** shall mean the covenants of the District necessary for the preservation of the excludability of interest thereon from gross income for federal income tax purposes, as such covenants shall be amended from time to time upon written instructions from Bond Counsel.

**"Taxable Bonds"** shall mean Bonds of a Series which are not Tax-Exempt Bonds.

**"Term Bonds"** shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

**"Time Deposits"** shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any

federal or State savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by State law.

**"Trust Estate"** shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

**"Trustee"** shall mean U.S. Bank Trust Company, National Association with its designated office in Fort Lauderdale, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

**"Uniform Method"** shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

**"Variable Rate Bonds"** shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

**Section 102. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Owner," "person," "Paying Agent," and "Bond Registrar" shall include the plural as well as the singular number and the word "person" shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of State law shall be deemed to include any and all amendments thereto.

## **ARTICLE II**

### **FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS**

**Section 201. Issuance of Bonds.** For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 hereof. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds and, as may be provided in such Supplemental Indenture, all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue

from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

**Section 202. Details of Bonds.** Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit Facility or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Fort Lauderdale, Florida; provided, however, that presentation shall not be required if the Bonds are in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000 in aggregate principal amount of the Bonds or, if less than such amount, all of the Bonds then Outstanding). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

**Section 203. Execution and Form of Bonds.** The Bonds shall be signed by or bear the facsimile signature of the Chairman, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on



the face of the Bonds shall be signed by the Trustee; provided, however, that each Bond shall be manually signed by the Chairman and attested by the Secretary. The official seal of the District shall be imprinted or impressed on each Bond. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and reconversion to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

**Section 204. Negotiability, Registration and Transfer of Bonds.** The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State.

**Section 205. Ownership of Bonds.** The person in whose name any Bond shall be registered shall be deemed the absolute Owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered Owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered Owner of any Bond as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

**Section 206. Special Obligations.** Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of the State. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

**Section 207. Authorization of Bonds.**

(a) There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of:

(i) paying all or part of the Cost of a Series Project or Series Projects or refunding a Series of Bonds or any portion thereof then Outstanding; and

(ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds.

(b) Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following:

(i) an executed and attested original or certified copy of this Master Indenture;

(ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization

Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;

(iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally; and

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are Tax-Exempt Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to the initial purchasers.

Execution of a Series of Bonds by the District shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the District and payment to the Trustee of the initial purchase price for a Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the underwriter of such Series of Bonds.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chairman of the District.

(c) To the extent not set forth in the Supplemental Indenture authorizing the issuance of a Series of Bonds, the proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

(i) the amount received as accrued interest on the Bonds, if any, shall be deposited to the credit of the Series Interest Account and Capitalized Interest, if any, shall be deposited to the credit of the Series Capitalized Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, shall be deposited to the credit of the Series Reserve Account; and

(iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

**Section 208. Mutilated, Destroyed or Lost Bonds.** If any Bonds become mutilated, destroyed or lost, the District may cause to be executed and delivered a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

**Section 209. Parity Obligations Under Credit Agreements.** As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable on parity with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

**Section 210. Bond Anticipation Notes.** Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series of Bonds. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Series Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from

the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit in the related Series Capitalized Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

**Section 211. Tax Status of Bonds.** Any Series of Bonds issued under this Master Indenture may be issued either as Tax-Exempt Bonds or Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

### **ARTICLE III REDEMPTION OF BONDS**

**Section 301. Redemption Generally.** The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of a Series shall be called for redemption, the particular Bonds of such Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized

Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereinafter referred to as the "unit of principal amount").

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the redemption price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest Redemption Price (including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series of Bonds.

**Section 302. Notice of Redemption; Procedure for Selection.** The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds to be redeemed. Except as otherwise provided herein, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any

Owner who has not submitted his Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (a) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Bonds being redeemed; (c) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (d) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the Series designation; (e) the rate or rates of interest borne by each Bond being redeemed; (f) the maturity date of each Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; and (h) the notice date, redemption date, and Redemption Price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while such Bonds are registered in book-entry only format. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice or redemption shall also be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of \$1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered securities depositories in accordance with the then-current guidelines of the Securities and Exchange Commission, which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date and to at least two of the national information services that disseminate securities redemption notices in accordance with the then-current guidelines of the Securities and Exchange Commission, when possible, at least thirty (30) days prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

**Section 303. Effect of Calling for Redemption.** On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above, the Bonds called for redemption shall be due and payable at the Redemption Price provided for the redemption of such Bonds on such date and, moneys for payment of the Redemption Price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect

thereof, except to receive payment of the Redemption Price thereof, and interest, if any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

**Section 304. Cancellation.** Bonds called for redemption shall be canceled upon the surrender thereof pursuant to the provisions of Section 511 hereof.

#### **ARTICLE IV ACQUISITION AND CONSTRUCTION FUND**

**Section 401. Acquisition and Construction Fund.** There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and there shall be deposited to the credit of the Series Acquisition and Construction Accounts the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

**Section 402. Payments from Acquisition and Construction Fund.** Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article IV and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in 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 Section 503(b) hereof.

**Section 403. Cost of a Series Project.** For the purposes of this Master Indenture, the Cost as it pertains to a Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of State law, or this Master Indenture, the following:

(a) ***Expenses of Bond Issuance.*** All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit Facility or Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees and costs, Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.



(b) ***Accrued and Capitalized Interest.*** Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Capitalized Interest Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Series Capitalized Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount on deposit in such Series Acquisition and Construction Account, together with earnings thereon, will be sufficient to pay for the Costs of the related Series Project which are to be funded from such Series Acquisition and Construction Account, other than those Costs that have already been paid from such Series Acquisition and Construction Account, if any.

(c) ***Acquisition Expenses.*** The costs of acquiring, by purchase, donation or condemnation, all of the land, structures, improvements, rights-of-way, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute a Series Project or which are necessary or convenient to acquire, install and construct a Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(d) ***Construction Expense.*** All costs incurred, including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of a Series Project, and including without limitation costs incident to the award of contracts.

(e) ***Other Professional Fees and Miscellaneous Expenses.***

(i) All legal, architectural, engineering, survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of a Series Project.

(ii) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction of a Series Project.

- (iii) Costs of surveys, estimates, plans and specifications.
- (iv) Costs of improvements.
- (v) Financing charges.
- (vi) Creation of initial reserve and debt service funds.
- (vii) Working capital.
- (viii) Amounts to repay Bond Anticipation Notes or loans made to finance any costs permitted under the Act.
- (ix) 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 dispute.
- (x) 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.
- (xi) Expenses of management and supervision of a Series Project.
- (xii) Costs of effecting compliance with any and all governmental permits relating to a Series Project.
- (xiii) Payments, contributions, dedications, fair share or concurrency obligations and any other exactions as a condition to receive any government approval or permit necessary to accomplish any District purpose (including but not limited to impact fees, utility connection fees, school concurrency fees, etc.).
- (xiv) Any other "cost" or expense as provided by the Act.

(f) ***Refinancing Costs.*** All costs described in (a) through (e) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation of the District.

**Section 404. Disposition of Balances in Acquisition and Construction Fund.** On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Prepayment Subaccount in the Series Redemption Account, or as otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Subaccount in the Supplemental Indenture relating to such Series of Bonds.

**ARTICLE V**  
**ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF**

**Section 501. Lien.** There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Series Trust Estate securing such Series of Bonds, the Series Pledged Funds and Series Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or other Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

**Section 502. Establishment of Funds.** The following Funds are hereby established and shall be held by the Trustee:

(a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a separate Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series of Bonds issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds,

(i) a Series Debt Service Account, and therein a Series Interest Account, a Series Principal Account, a Series Sinking Fund Account and a Series Capitalized Interest Account, and

(ii) a Series Redemption Account and therein a Series Prepayment Subaccount and a Series Optional Redemption Subaccount,

for each such Series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax-Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Series Accounts or dispense with the Series Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

### **Section 503. Acquisition and Construction Fund.**

(a) **Deposits.** The District shall pay to the Trustee, for deposit into the related Series Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

(i) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

(ii) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;

(iii) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof;

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

(v) amounts received from impact fee credits and/or utility connection fee credits; and

(vi) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Series Acquisition and Construction Account shall be applied to the Cost of the Series Project.

(b) **Disbursements.** Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition in the form of Exhibit A attached hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate, the Trustee shall promptly withdraw from the Series Acquisition and Construction Account 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 either the accuracy or validity of the items delivered pursuant to this Section 503(b) or whether such amount is properly payable hereunder or under the Supplemental Indenture for such Series of Bonds.

(c) **Inspection.** All requisitions and certificates received by the Trustee pursuant to this Article V 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 of the related Series, and the agents and representatives thereof.

(d) **Completion of Series Project.** On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of acquiring or constructing the Series Project shall be applied in accordance with the provisions of Section 404 hereof. The Trustee shall have no duty to determine whether the Date of Completion has occurred and the Trustee shall not be deemed to have knowledge that the Date of Completion has occurred until the Trustee has received the certificate of the Consulting Engineer establishing such Date of Completion as specified in the definition of Date of Completion in Section 101 hereof.

**Section 504. Revenue Fund.** The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt all such Pledged Revenues with the Trustee (including Prepayments, which shall be identified as such by the District at the time of deposit with the Trustee), and the Trustee shall immediately deposit all such Pledged Revenues, when received, into the related Series Revenue Account and immediately deposit all Prepayments, when received, into the related Series Prepayment Subaccount in the Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds.

**Section 505. Debt Service Fund.**

(a) ***Principal, Maturity Amount, Interest and Amortization Installments.*** Except as otherwise provided in a Supplemental Indenture, on the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:

(i) to the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the amount of interest payable on the Bonds of such Series on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the principal amount, if any, payable with respect to Serial Bonds of such Series on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature, to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series maturing on such Interest Payment Date;

(v) to the Series Reserve Account, an amount, if any, which, together with other amounts, if any, then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the Series Rebate Account, the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax-Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of

Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) ***Disposition of Remaining Amounts on Deposit in Series Revenue Account.*** The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to pay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, Series Sinking Fund Account and Series Redemption Account in each Bond Year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of all Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installments required to be paid in such Bond Year, and (ii) any amounts remain in the Series Revenue Account on November 2 of such Bond Year, then such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. If, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and applied to pay the operating and administrative costs and expenses of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Prepayment Subaccount of the Series Redemption Account. Upon the occurrence and continuance of an Event of Default hereunder, the foregoing transfer to the Series Prepayment Subaccount shall not be made.

(c) ***Series Reserve Account.*** Except as otherwise provided for herein or in a Supplemental Indenture, moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose.

(d) ***Series Debt Service Account.*** Moneys held for the credit of a Series Interest Account, Series Principal Account and Series Sinking Fund Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and the Amortization Installments of Term Bonds of such Series, as the case may be.

(e) ***Series Redemption Account.*** Moneys representing Prepayments on deposit in a Series Prepayment Subaccount to the full extent of a multiple of an Authorized Denomination shall, unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) ***Payment to the District.*** When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series of Bonds to the aggregate principal amount of all Series of Bonds then Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

#### **Section 506. Optional Redemption.**

(a) ***Excess Amounts in Series Redemption Account.*** The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) ***Purchase of Bonds of a Series.*** The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable



diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller, and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on deposit in the related Series Sinking Fund Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Sinking Fund Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer of the District to the Trustee accompanied by a certificate of an Authorized Officer: (A) stating that sufficient moneys are on deposit in the Series Redemption Account to pay the purchase price of such Bonds; (B) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (C) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (B) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Sinking Fund Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year).

The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the preceding sentence from amounts on deposit in the related Series Sinking Fund Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Sinking Fund Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (X) stating that sufficient moneys are on deposit in the Series Sinking Fund Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (Y) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (Z) containing cash flows which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (Y) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Series Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installments for Bonds of such Series first coming due in the current Bond Year or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bonds.

#### **Section 507. Rebate Fund.**

(a) **Creation.** There is created and established by Section 502 hereof a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series

of Tax-Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) ***Payment to United States.*** The Trustee shall pay to the District, upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax-Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax-Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) ***Deficiencies.*** If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section 507, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as provided in paragraph (b) above. The Trustee shall have no duty to pay such deficiency from its own funds.

(d) ***Survival.*** The covenants and agreements of the District in this Section 507 and Section 809, and any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Tax-Exempt Bonds of a Series from gross income for federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

**Section 508. Investment of Funds and Accounts.** Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Accounts for such Series of Bonds shall be invested as hereinafter in this Section 508 provided.

(a) ***Series Acquisition and Construction Account, Series Revenue Account and Series Debt Service Account.*** Moneys held for the credit of a Series Acquisition and Construction Account, a Series Revenue Account, and a Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when

moneys held for the credit of each such Account will be required for the purposes intended.

(b) ***Series Reserve Account.*** Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) ***Investment Obligations as a Part of Funds and Accounts.*** Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.

(d) ***Valuation.*** In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. The Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, 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. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, 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. For the purpose of determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the

value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

**Section 509. Deficiencies and Surpluses in Funds and Accounts.**

For purposes of this Section 509, (a) a "deficiency" shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a "surplus" shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the direction of an Authorized Officer, to the credit of the Series Revenue Account, or as otherwise provided in the related Supplemental Indenture.

**Section 510. Investment Income.** Unless otherwise provided in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account, a Series Capitalized Interest Account and a Series Revenue Account shall be retained, as realized, to the credit of such Account and used for the purpose of such Account. Unless otherwise provided in a Supplemental Indenture, earnings on investments in the Funds and Accounts other than a Series Reserve Account and other than as set forth above shall be deposited, as realized, to the credit of such Series Revenue Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall, unless otherwise provided in a Supplemental Indenture, be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited to the Series Revenue Account; or

(b) if there was a deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be retained in the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account.

**Section 511. Cancellation of Bonds.** All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall upon request of the District execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

## **ARTICLE VI CONCERNING THE TRUSTEE**

**Section 601. 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 VI, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties expressly set forth herein, and no duties shall be implied against the Trustee.

**Section 602. No Responsibility for Recitals.** The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, 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 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross Negligence.** The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers

or employees, and shall be entitled to advice of counsel concerning all questions hereunder, and the Trustee shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance of its duties hereunder, the Trustee may rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatsoever in connection with the trust hereunder, except only its own gross negligence or willful misconduct.

**Section 604. Compensation and Indemnity.** The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and to the extent permitted under State law shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to its own negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture other than moneys from a Credit Facility or Liquidity Facility. This Section 604 shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts on deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) upon the occurrence of an Event of Default.

**Section 605. 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 606. Notice of Default; Right to Investigate.** The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section 606 and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace

provided for therein) or if the Trustee, based upon the advice of counsel upon which the Trustee is entitled to rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and after receipt of written notice thereof by a Credit Facility issuer or Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and affected by such default. 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 607. Obligation to Act on Default.** Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, or any action that would require the Trustee to expend its own funds, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its own gross negligence or willful misconduct in connection with any such action.

**Section 608. Reliance by Trustee.** The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture, and 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 609. 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 Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

**Section 610. Construction of Ambiguous Provision.** The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.



**Section 611. Resignation of Trustee.** The Trustee may resign and be discharged of the trusts created by this Master Indenture 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; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer, 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 sixty (60) 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.

**Section 612. Removal of Trustee.** Any Trustee hereunder may be removed at any time by an instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series of Bonds as to which such Event of Default exists and filed with the Trustee and the District.

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 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; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding.

**Section 613. 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, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the

District shall have received the prior written consent, which consent shall not be unreasonably withheld, of any Credit Facility issuer and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and 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 a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

**Section 614. Qualification of Successor Trustee.** A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

**Section 615. Instruments of Succession.** Except as provided in Section 616 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, except for the predecessor's rights under Section 604 hereof. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

**Section 616. Merger of Trustee.** Any corporation, entity or purchaser into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation, entity or purchaser resulting from any merger, consolidation or sale to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such

successor corporation, entity or purchaser continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation, entity or purchaser does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

**Section 617. Resignation of Paying Agent or Bond Registrar.** The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture 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 and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If a successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

**Section 618. Removal of Paying Agent or Bond Registrar.** The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed and the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days after delivery of the instrument (or such longer period as may be set forth in such instrument); provided, however, that no such removal shall be effective until the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

**Section 619. Appointment of Successor Paying Agent or Bond Registrar.** In case at any time the Paying Agent or Bond 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 Bond 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 Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying

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

**Section 620. Qualifications of Successor Paying Agent or Bond Registrar.** Every successor Paying Agent or Bond Registrar shall (a) be a commercial bank or trust company duly organized under the laws of the United States or any state or territory thereof, authorized by law to perform all the duties imposed upon it by this Master Indenture, and capable of meeting its obligations hereunder, and (b) have a combined net capital and surplus of at least \$50,000,000.

**Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar.** Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, 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 Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

**Section 622. Successor by Merger or Consolidation.** Any corporation, entity or purchaser into which any Paying Agent or Bond Registrar hereunder may be merged, converted or sold or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation, entity or purchaser resulting from any merger, consolidation or sale to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

**Section 623. Brokerage Statements.** 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 624. Patriot Act Requirements of the 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.

## **ARTICLE VII FUNDS CONSTITUTE TRUST FUNDS**

**Section 701. Trust Funds.** Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner provided herein and in the Supplemental Indenture relating to such Series of Bonds and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Account in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and, to a second lien in favor of the Trustee, as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) or Section 905(b) hereof upon the occurrence of an Event of Default; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of

such Series of Bonds and the issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds.

## **ARTICLE VIII COVENANTS AND AGREEMENTS OF THE DISTRICT**

**Section 801. Payment of Bonds.** The District shall duly and punctually pay or cause to be paid, but only from the Series Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

**Section 802. Extension of Payment of Bonds.** Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

**Section 803. Further Assurance.** At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture.

**Section 804. Power to Issue Bonds and Create a Lien.** The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

**Section 805. Power to Undertake Series Projects and to Collect Pledged Revenues.** The District has or will have upon the date of issuance of

each Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (a) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (b) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

**Section 806. Sale of Series Projects.** The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be applied as provided in the corresponding Supplemental Indenture. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineer shall in writing approve such sale or lease, and the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the corresponding Supplemental Indenture.

Notwithstanding the foregoing, the District may: (a) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (b) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (c) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

**Section 807. Completion and Maintenance of Series Projects.** The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the

same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

**Section 808. Accounts and Reports.**

(a) ***Annual Report.*** The District shall, within thirty (30) days of receipt and approval by the District, so long as any Bonds are Outstanding, deliver to each Requesting Owner (hereinafter defined), and otherwise as provided by law, a copy of its annual audit for the immediately preceding Fiscal Year, accompanied by an Accountant's Certificate, including (i) statements in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, and (ii) statements of all receipts and disbursements of the Pledged Revenues of each Series of Bonds (unless the Pledged Revenues of such Series are remitted directly by the District to the Trustee). The Trustee shall, within ninety (90) days after the close of each Fiscal Year so long as any Bonds are Outstanding, file with the District a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis. For purposes of the foregoing, the term "Requesting Owner" shall mean the Owner (or Beneficial Owner in the case of Bonds held in book-entry form) of more than \$1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.

(b) ***Default Certificate.*** The District shall file with the Trustee, so long as any Bonds are Outstanding, a certificate of an Authorized Officer upon the occurrence of an Event of Default as described in Section 902(h) hereof, such certificate to contain a description of the nature of such Event of Default and actions taken or to be taken to remedy such Event of Default.

(c) ***Inspection.*** The reports, statements and other documents required to be furnished by the District to the Trustee and by the Trustee to the District pursuant to any provisions hereof shall be available for inspection by any Owner at the designated office of the District or the designated office of the Trustee upon the giving of at least five (5) days advance written notice to the District or the Trustee, as the case may be.

(d) ***Reports Pursuant to Uniform Special District Accountability Act of 1989.*** The District covenants and agrees that it will comply with the provisions of Chapter 189, Florida Statutes, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The



District may contract with a service provider selected by the District to ensure such compliance.

**Section 809. Arbitrage and Other Tax Covenants.** The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause any Tax-Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Code. The District further covenants that it will take all such actions after delivery of any Tax-Exempt Bonds as may be required in order for interest on such Tax-Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Code) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in the Rebate Account, remit to the United States the Rebate Amount at the time and place required by this Master Indenture, any Supplemental Indenture, and the Tax Regulatory Covenants.

**Section 810. Enforcement of Payment of Assessments.** The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments, Benefit Special Assessments, and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged, and to pay or cause to be paid the proceeds of such Assessments, Benefit Special Assessments, and/or any other sources as received to the Trustee in accordance with the provisions hereof.

**Section 811. Method of Collection of Assessments and Benefit Special Assessments.** The District shall levy and collect Assessments and Benefit Special Assessments in accordance with applicable State law.

**Section 812. Delinquent Assessments.** If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment or Benefit Special Assessment, pledged to a Series of Bonds, then such Assessment or Benefit Special Assessment shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, or in the event that an Assessment or Benefit Special Assessment was directly collected by the District, as permitted by a Supplemental Indenture, then upon the delinquency of any such Assessment or Benefit Special Assessment, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Bonds of such Series then Outstanding, declare the entire unpaid balance of such Assessment or Benefit Special Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages

on real estate, or pursuant to the provisions of Chapters 170 and 173, and Section 190.026, Florida Statutes, as amended from time to time, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments together with a copy of the District's annual audit (if available), and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

**Section 813. Deposit of Proceeds from Sale of Tax Certificates.** If any tax certificates relating to Delinquent Assessments which are pledged to a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

**Section 814. Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien.** If any property shall be offered for sale for the nonpayment of any Assessment or Benefit Special Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount less than or equal to the full amount due on the Assessments or Benefit 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 Assessments or Benefit 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 Series of Bonds to which such Assessments or Benefit Special Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessments or Benefit Special Assessments, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessments or Benefit Special Assessments, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. 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 representatives. The District, either through its own actions, or actions caused

to be taken through the Trustee, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessments or Benefit Special Assessments, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Bonds of such Series then Outstanding.

**Section 815. Other Obligations Payable from Assessments or Benefit Special Assessments.** The District will not issue or incur any obligations payable from the proceeds of Assessments or Benefit Special Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments or Benefit Special Assessments other than the lien of any Subordinate Debt except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to State law.

**Section 816. Re-Assessments.** If any Assessment or Benefit Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessment or Benefit Special Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessment or Benefit Special Assessment when it might have done so, the District shall either: (a) take all necessary steps to cause a new Assessment or Benefit Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (b) in its sole discretion, make up the amount of such Assessment or Benefit Special Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment or Benefit Special Assessment shall also be annulled, the District shall obtain and make other Assessments or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment shall be made.

**Section 817. General.** The District shall do and perform, or cause to be done and performed, all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance, such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State applicable to the District.

The District 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. 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 Series Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to perform the functions for which they were intended, and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

**Section 818. Continuing Disclosure.** The District covenants and agrees that it will comply with and carry out all of the provisions of any Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture or any Supplemental Indenture, failure of the District or any other obligated person to comply with any Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee may (and, at the request of any participating underwriter or the Majority Owners of Bonds of a Series then Outstanding and receipt of indemnity to its satisfaction, shall) or any Owner or Beneficial Owner of the Bonds of a Series then Outstanding 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 818. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

## **ARTICLE IX EVENTS OF DEFAULT AND REMEDIES**

**Section 901. Extension of Interest Payment.** If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Master Indenture unless the aggregate principal amount of such Bonds then Outstanding and of all accrued interest the time for payment of which shall not have been extended, shall have previously been paid in full.

**Section 902. Events of Default.** Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

(a) Any payment of Debt Service on such Series of Bonds is not made when due;

(b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;

(c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the related Series Project;

(d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) Any portion of the Assessments or Benefit Special Assessments pledged to a Series of Bonds shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series Reserve Account to pay Debt Service on the corresponding Series of Bonds);

(h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds on the part of the District to be performed (other than a default in the payment of Debt Service on the related Series of Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the

Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds of such Series then Outstanding and affected by such default; and

(i) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Assessments or Benefit Special Assessments pledged to a Series of Bonds are not paid by the date such are due and payable.

**Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances.** Upon the happening and continuance of any Event of Default specified in clauses (a) through (i) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of the Bonds of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bonds of such Series then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series of Bonds to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section 903, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section 903) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series of Bonds then Outstanding not then due except by virtue of a declaration under this Section 903, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

**Section 904. Enforcement of Remedies.** Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under State law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (a) an Event of Default shall have occurred and is continuing; (b) the Majority Owners of the Bonds of such Series then Outstanding have requested the Trustee, in writing, to exercise the powers granted in the first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (c) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (d) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (e) no direction inconsistent with such request has been given to the Trustee during such sixty (60) day period by the Majority Owners of the Bonds of such Series then Outstanding. The provisions of the immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910, 912 and the second paragraph of this Section 904. No Owner or Owners of such Series of Bonds shall have any right in any manner whatsoever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to federal or State law, the District acknowledges and agrees that (y) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within 120 days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (z) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

**Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds.** Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article IX or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 hereof, all such moneys shall be applied:

FIRST: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

SECOND: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable 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 discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and



THIRD: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 hereof, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 hereof, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 hereof, then, if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 hereof, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section 905 are in all respects subject to the provisions of Section 901 hereof.

Whenever moneys are to be applied pursuant to this Section 905, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall

constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

**Section 906. Effect of Discontinuance of Proceedings.** If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

**Section 907. Restriction on Individual Owner Actions.** Except as provided in Section 910 below, no Owner of any Bonds of a Series shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

**Section 908. No Remedy Exclusive.** No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

**Section 909. Delay Not a Waiver.** No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

**Section 910. Right to Enforce Payment of Bonds.** Nothing in this Article IX shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

**Section 911. No Cross Default Among Series.** The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

**Section 912. Indemnification.** Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's gross negligence or willful misconduct.

**Section 913. Provisions Relating to Bankruptcy or Insolvency of Landowner.**

(a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least five percent (5%) of the Assessments pledged to the Bonds of a Series then Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Bonds of a Series were issued by the District, the Owners of the Bonds of a Series are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall make a reasonable attempt to timely seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then Outstanding or any rights of the Trustee under the Indenture (provided,

however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of such Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee of a written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall make a reasonable attempt to timely seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of such Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following delivery to the Trustee of a written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series then Outstanding, would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series then Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith by the Trustee in such Proceeding or any valuations of the lands owned by any Insolvent Taxpayer submitted in good

faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series then Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right to (A) file a proof of claim with respect to the Assessments pledged to the Bonds of a Series then Outstanding, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Nothing in this Section 913 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim shall not seek to reduce the amount or receipt of Assessments. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series then Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

## **ARTICLE X EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS**

**Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds.** Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual

such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article X shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

**Section 1002. Deposit of Bonds.** Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee.

## **ARTICLE XI SUPPLEMENTAL INDENTURES**

**Section 1101. Supplemental Indentures Without Owner Consent.** The Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which Supplemental Indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

(a) to provide for the initial issuance of a Series of Bonds or Refunding Bonds; or

(b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of Refunding Bonds which defease and discharge the Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

(c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or

(d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or

(e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Bonds then Outstanding; or

(f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190, and 197, Florida Statutes, or any other 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 Owners of each Series of Bonds to which such changes relate; or (ii) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or

(g) to modify the provisions of this Master Indenture or any Supplemental Indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of Bonds then Outstanding, upon which opinion the Trustee may conclusively rely.

### **Section 1102. Supplemental Indentures With Owner Consent.**

(a) Subject to the provisions contained in this Section 1102, the Majority Owners of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(ii) a reduction in the principal, premium, or interest on any Bond;

(iii) a preference or priority of any Bond over any other Bond; or

(iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

(b) In addition to the foregoing, the Majority Owners of any Series of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;

(ii) a reduction in the principal, premium, or interest on any Bond of such Series;

(iii) a preference or priority of any Bond of such Series over any other Bond of such Series; or

(iv) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

(c) If at any time the District shall determine that it is desirable to approve any Supplemental Indenture or indentures supplemental to a Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section 1102 to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section 1102.

(d) Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

**Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture.** In addition to the other requirements herein set forth with respect to Supplemental Indentures or indentures supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee, at the expense of the District, an opinion of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or general equitable principles,



upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax-Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds.

**Section 1104. Supplemental Indenture Part of Indenture.** Any Supplemental Indenture executed in accordance with this Article XI and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such Supplemental Indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof. The Trustee is not obligated to execute any amendment that is adverse to the interests of the Trustee.

**Section 1105. Insurer or Issuer of a Credit Facility or Liquidity Facility as Owner of Bonds.**

(a) As long as a Credit Facility or Liquidity Facility securing all or a portion of the Bonds of a Series then Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit Facility or Liquidity Facility, as the case may be, the issuer of the Credit Facility or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit Facility or Liquidity Facility:

(i) at all times for the purpose of the execution and delivery of a Supplemental Indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Bonds of such Series then Outstanding;

(ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and

(iii) following an Event of Default for all other purposes.

(b) Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit Facility or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting:

(i) a change in the terms of redemption or maturity of any Bonds of a Series then Outstanding or of any installment of interest thereon; or

(ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or

(iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment; or

(iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

## **ARTICLE XII DEFEASANCE**

### **Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.**

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds, the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds then Outstanding or of a particular maturity, of a particular Series or of any part of a particular maturity or Series, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of such Bonds shall thereupon cease, terminate and become void and be

discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section 1201. All Bonds of any particular maturity or Series then Outstanding shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if:

(i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III hereof notice of redemption of such Bonds on such date;

(ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be;

(iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice to the registered Owners of such Bonds and to the Bond Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on such Bonds; and

(iv) an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased and that, in the case of Tax-Exempt Bonds, such defeasance will not adversely affect the tax-exempt status of such Series of Bonds.

(c) Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee:

(i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate, and to the extent all obligations under any Letter of Credit Agreement and any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility or Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and

(ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement and any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture.

For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(d) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of

interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under any Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section 1201, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement or any Liquidity Agreement.

(e) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account, the Series Sinking Fund Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and Redemption Price, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if at the time a deposit is made pursuant to this subsection (e) the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (e). If any portion of the moneys deposited for the payment of the principal of and Redemption Price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement and any Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement or any Liquidity Agreement.

(f) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall at the written request of the District be repaid by the Trustee or Paying Agent to the District, as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense

of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(g) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(h) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (g) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds then Outstanding" were a reference to the "Bonds of such Series then Outstanding."

**Section 1202. Moneys Held in Trust.** All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section 1202 shall be held in trust and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

### **ARTICLE XIII MISCELLANEOUS PROVISIONS**

**Section 1301. Effect of Covenant.** All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or the Governing Body, by this Master Indenture shall be exercised or performed by the Governing

Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 1302. Manner of Giving Notice to the District and the Trustee.** Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by certified mail, return receipt requested:

To the District, addressed to:

Kepler Road Community Development District  
c/o Governmental Management Services – Central Florida, LLC  
219 East Livingston Street  
Orlando, Florida 32801

To the Trustee, addressed to:

U.S. Bank Trust Company, National Association  
500 West Cypress Creek Road  
Suite 460  
Fort Lauderdale, Florida 33309  
Attention: Corporate Trust Department

or to such other address as shall be provided to the other party hereto in writing.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

**Section 1303. Manner of Giving Notice to the Owners.** Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

**Section 1304. Successorship of District Officers.** If the offices of Chairman or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

**Section 1305. Inconsistent Provisions.** All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

**Section 1306. Further Acts; Counterparts.** The officers and agents of the District are hereby authorized and directed to do all acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

**Section 1307. Headings Not Part of Indenture.** Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

**Section 1308. Effect of Partial Invalidity.** In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State shall govern their construction.

**Section 1309. Attorneys' Fees.** Any reference herein to the term "attorneys' fees," "counsel fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegals and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

[Remainder of Page Intentionally Left Blank]



**Section 1310. Effective Date.** This Master Indenture shall be effective as of the date first written above.

(SEAL)

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairman/Vice Chairman

**ATTEST:**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

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

By: \_\_\_\_\_  
Vice President

## EXHIBIT A

### FORM OF REQUISITION

The undersigned, an Authorized Officer of Kepler Road 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, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of [Dated Date], as amended and supplemented by the [\_\_\_\_\_] Supplemental Trust Indenture between the District and the Trustee, 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 or state Costs of Issuance, if applicable):

(E) Fund, Account or subaccount from which disbursement is to be made:

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [\_\_\_\_\_] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the [\_\_\_\_\_] Project and each represents a Cost of the [\_\_\_\_\_] Project, and has not previously been paid out of such Account or subaccount;

OR

this requisition is for Costs of Issuance payable from the [\_\_\_\_\_] Costs of Issuance Account that has not previously been paid out of such Account.

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.

Originals or copies of the invoice(s) from the contractor of the improvements acquired or services rendered (or other equivalent supporting documents) with respect to which disbursement is hereby requested are on file with the District.

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Authorized Officer

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

If this requisition is for a disbursement from other than the [\_\_\_\_\_] Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [\_\_\_\_\_] Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the [\_\_\_\_\_] Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an Exhibit to the [\_\_\_\_\_] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

\_\_\_\_\_  
Consulting Engineer

# SECTION VII





February 2, 2024

Mr. George S. Flint  
c/o Governmental Management Services-Central Florida, LLC  
219 E. Livingston Street  
Orlando, Florida 32801

**Re: Qualification Statement**

Dear Mr. Flint,

KCG is an Orlando-based engineering and planning consulting firm capable of providing a wide range of services for municipal and private clients throughout the state of Florida. As a multi-disciplined consulting firm, KCG's services include land development, transportation, eminent domain and land planning.

From large comprehensive developments to small commercial projects, our Land Development Department takes pride in applying new and innovative approaches, integrating land planning, civil engineering, and highway planning to meet Central Florida's ever-growing needs.

KCG is the civil engineer for the Trinity Subdivision project in the city of DeLand and we have worked on numerous projects in DeLand over the years.

Our philosophy of close continual coordination through construction completion has allowed us to complete some very successful projects and to meet time requirements. KCG has the expertise, manpower and experience along with the desire to do the best job for their clients.

Sincerely,  
**KELLY, COLLINS & GENTRY, INC.**

A handwritten signature in black ink, appearing to read 'Sean Fortier', is written over a light blue horizontal line.

Sean Fortier, P.E.  
Director of Land Development

# ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157  
Expiration Date: 2/29/2024

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

## PURPOSE

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

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

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

## GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

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

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

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

## INDIVIDUAL AGENCY INSTRUCTIONS

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

## DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

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

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

**Firm:** Defined in FAR 36.102.

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

## SPECIFIC INSTRUCTIONS

### Part I - Contract-Specific Qualifications

#### Section A. Contract Information.

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

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

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

#### Section B. Architect-Engineer Point of Contact.

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

---

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

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

Section D. Organizational Chart of Proposed Team.

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

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

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

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

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

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

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

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

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

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

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

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

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

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

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

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

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

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.



25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

**Section G. Key Personnel Participation in Example Projects.**

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

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

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

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

**Section H. Additional Information.**

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

**Section I. Authorized Representative.**

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

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

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

**29. EXAMPLE PROJECTS KEY**

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

---

## Part II - General Qualifications

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

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

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

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

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

5. Ownership.

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

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

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

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

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

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

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

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

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

---

List of Disciplines (*Function Codes*)

---

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

---

List of Experience Categories (*Profile Codes*)

---

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

---

List of Experience Categories (*Profile Codes continued*)

---

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
		R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
		R09	Resources Recovery; Recycling
M01	Mapping Location/Addressing Systems	R10	Risk Analysis
M02	Materials Handling Systems; Conveyors; Sorters	R11	Rivers; Canals; Waterways; Flood Control
M03	Metallurgy	R12	Roofing
M04	Microclimatology; Tropical Engineering		
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
		S05	Soils & Geologic Studies; Foundations
		S06	Solar Energy Utilization
N01	Naval Architecture; Off-Shore Platforms	S07	Solid Wastes; Incineration; Landfill
N02	Navigation Structures; Locks	S08	Special Environments; Clean Rooms, Etc.
N03	Nuclear Facilities; Nuclear Shielding	S09	Structural Design; Special Structures
O01	Office Buildings; Industrial Parks	S10	Surveying; Platting; Mapping; Flood Plain Studies
O02	Oceanographic Engineering		
O03	Ordnance; Munitions; Special Weapons	S11	Sustainable Design
		S12	Swimming Pools
		S13	Storm Water Handling & Facilities
P01	Petroleum Exploration; Refining	T01	Telephone Systems ( <i>Rural; Mobile; Intercom, Etc.</i> )
P02	Petroleum and Fuel (Storage and Distribution)	T02	Testing & Inspection Services
P03	Photogrammetry	T03	Traffic & Transportation Engineering
P04	Pipelines (Cross-Country - Liquid & Gas)	T04	Topographic Surveying and Mapping
P05	Planning (Community, Regional, Areawide and State)	T05	Towers ( <i>Self-Supporting &amp; Guyed Systems</i> )
P06	Planning (Site, Installation, and Project)	T06	Tunnels & Subways
P07	Plumbing & Piping Design		
P08	Prisons & Correctional Facilities		

---

List of Experience Categories (*Profile Codes continued*)

---

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

# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Kepler Road Community Development District Deland, Florida

2. PUBLIC NOTICE DATE

01/19/2024

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Sean Fortier P.E., CDD Engineer

5. NAME OF FIRM

Kelly, Collins & Gentry, Inc.

6. TELEPHONE NUMBER

407-898-7858

7. FAX NUMBER

407-898-1488

8. E-MAIL ADDRESS

scfortier@kcgcorp.com

### C. PROPOSED TEAM

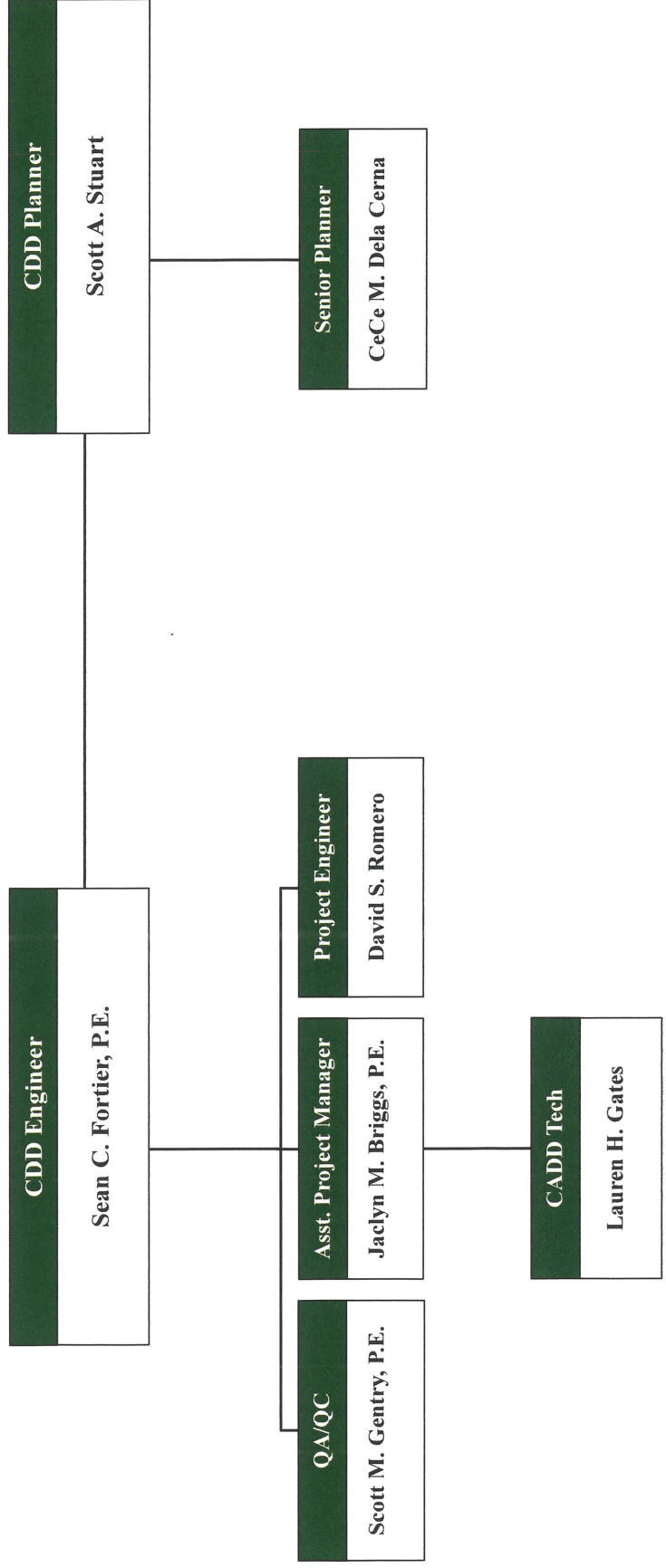
*(Complete this section for the prime contractor and all key subcontractors.)*

(Check)	PRIME JV PARTNER SUBCON- TRACTOR				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	a.	✓				Kelly, Collins & Gentry, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	1700 N. Orange Avenue, Suite 400 Orlando, FL 32804
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

# Organizational Chart





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

*(Complete one Section E for each key person.)*

12. NAME  Sean Fortier, P.E.	13. ROLE IN THIS CONTRACT  CDD Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 20
15. FIRM NAME AND LOCATION <i>(City and State)</i> Kelly, Collins & Gentry, Inc., 1700 N. Orange Avenue, Suite 400, Orlando, FL 32804			
16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science Civil Engineering University of Central Florida - 2003		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer - # 68396	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
LEED Green Associate  
In addition to land development, experience in minor highway and intersection design projects. Prior to experience in civil engineer, worked in site construction.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Victoria Oaks - DeLand, Florida	2019-2023	2023
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> a. Victoria Oaks Subdivision was a multi-phase project on 172 ac parcel near the southwest corner of S. Blue Lake Ave. and E. Taylor Road. The project included Due diligence, site planning, and engineering site design for a 581 lot single family residential subdivision on a 171.41 acre site. Services also included the site design of a 5,230 sf community center with 61 parking spaces on a 2.75 acres parcel within the development. Project Manager.		
Flamingo CIP Housing - Winter Garden, Florida	2018-2022	2022
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> b. This project is a 154 acre site located on the west side of SR-429 and south of Western Way, in unincorporated Orange County, Florida. Flamingo Crossings is the largest workforce housing development in the U.S. to date, providing 2,608-units (10,400 beds) for Walt Disney World Resorts' 19,000 interns and trainees. Project Manager.		
Canopy Terrace - DeLand, Florida	2022-2023	2023
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> c. Canopy Terrace Subdivision was a 36.15 ac single family subdivision with 127 lots located near the northeast corner of Cassadaga Road and Dr Martin Luther King Jr. Beltway. This project included an amenity center, model home and sales trailer. Project Manager.		
Wincey Groves Subdivision - Orlando, Florida	2019-2022	2022
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> d. Wincey Grove Subdivision was a 52.94 acre single family subdivision located on the southwest corner of McKinney Road and Avalon Road (CR-545), in Orange County, Florida. The project included 177 single family lots and was developed in 2 Phases. Project Manager.		
Del Webb Oasis - Orlando, Florida	2023-Present	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> e. Del Webb Oasis Subdivision consisted of a 55+ adult community located south of Hartzog Road in Orange County, Florida. The project consisted of 198 acres with four phases and 2 amenity centers. Project Manager.		

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

*(Complete one Section E for each key person.)*

12. NAME  Scott A. Stuart	13. ROLE IN THIS CONTRACT  CDD Planner	14. YEARS EXPERIENCE	
		a. TOTAL 26	b. WITH CURRENT FIRM 22

15. FIRM NAME AND LOCATION *(City and State)*  
 Kelly, Collins, & Gentry, Inc., 1700 N. Orange Avenue, Suite 400, Orlando, Florida 32804

16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Arts in Geography/Planning West Chester University - 1995	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> N/A
--	--

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
 Florida Planning & Zoning Association (FPZA)  
 America Planning Association  
 Association of Eminent Domain Professionals (ADEP)

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. Kepler Road CDD, DeLand, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Stuart has worked as the Interim District Engineer and Land Planner for this community development district project residential project.	2023 - Present	
<input checked="" type="checkbox"/> Check if project performed with current firm		
b. Palladium at UCF, Orlando, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Stuart worked on the land use entitlements for this 4.461 Acre mixed use planned development for commercial uses and student housing of 900 beds.	2020 - 2022	
<input checked="" type="checkbox"/> Check if project performed with current firm		
c. Dwell, Lake Mary, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Stuart worked on the land use entitlements for this 13.35 Acre mixed use planned development for multi-family residential, office and retail commercial uses.	2014 - 2021	
<input checked="" type="checkbox"/> Check if project performed with current firm		
d. Canopy Terrance, DeLand, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Canopy Terrace Subdivision was a 36.15 ac single family subdivision with 127 lots located near the northeast corner of Cassadaga Road and Dr Martin Luther King Jr. Beltway. This project included an amenity center, model home and sales trailer. Mr. Stuart worked on the land use entitlements for the residential subdivision.	2022 - 2023	2023
<input checked="" type="checkbox"/> Check if project performed with current firm		
e. Endsley Station, New Smyrna Beach, Florida (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Mr. Stuart worked on the land use entitlements for this 102.71 Acre mixed use planned development for a single family residential/commercial for industrial office use.	2023 - Present	
<input checked="" type="checkbox"/> Check if project performed with current firm		

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

*(Complete one Section E for each key person.)*

12. NAME <b>Jaclyn M. Briggs, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Asst. Project Manager</b>	14. YEARS EXPERIENCE	
		a. TOTAL 11	b. WITH CURRENT FIRM KCG Engineering
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>Kelly, Collins, &amp; Gentry, Inc., 1700 N. Orange Ave., Suite 400, Orlando, Florida</b>			
16. EDUCATION <i>(Degree and Specialization)</i> <b>Bachelor of Science Civil Engineering University of Central Florida - 2015</b>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> <b>Florida Professional Engineer - #89332</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> <b>American Society of Civil Engineers (ASCE)</b>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>Silverleaf South Infrastructure, Winter Garden, Florida</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE a. Project Manager for the site and stormwater design of a 4-lane divided public roadway within Orange County. This project serves as the infrastructure for future commercial and residential development for the 216.58 acre site.	2021-2024	<input checked="" type="checkbox"/> Check if project performed with current firm CONSTRUCTION <i>(If applicable)</i>
<b>Silverleaf South Medical School (KPPCOM), Winter Garden, Florida</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE b. Project Manager for the permitting and site design of utility and stormwater infrastructure serving a 141,200 sf medical college within Phase 1 of the larger 25 acre development.	2021-2024	2024 <input checked="" type="checkbox"/> Check if project performed with current firm
<b>Hamlin SWC Lot B - 1 &amp; D, Winter Garden, Florida</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE c. Project Engineer for site design and permitting of 6.03 acres of a commercial site with a total of 42,000 sf of future retail building. Special design consideration was required due to grading requirements in order for the site to be connect to the existing sidewalk along New Independence Parkway with smooth transitions and staying within ADA grading requirements.	2016-2018	2018 <input checked="" type="checkbox"/> Check if project performed with current firm
<b>Hamlin East Proton Therapy Center, Winter Garden, Florida</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE d. Project Engineer for the site and stormwater management design and permitting for the 5.40 acre site to accommodate the 37,122 sf medical building.	2017-2020	2020 <input checked="" type="checkbox"/> Check if project performed with current firm
<b>Wal-Mart at Hamlin, Winter Garden, Florida</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE e. Assistant Project Engineer for this project which included the site design of 64.11 acres and a stormwater system to accommodate a future 375,000 sf of retail buildings. Drainage calculations, incorporating LID practices, were performed that aided in the design of the stormwater system.	2014-2016	2016 <input checked="" type="checkbox"/> Check if project performed with current firm

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

*(Complete one Section E for each key person.)*

12. NAME <b>David S. Romero</b>	13. ROLE IN THIS CONTRACT <b>Project Engineer</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>3</b>	b. WITH CURRENT FIRM <b>3</b>
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>Kelly, Collins, &amp; Gentry, Inc., 1700 N. Orange Avenue, Suite 400, Orlando Florida 32804</b>			
16. EDUCATION <i>(Degree and Specialization)</i> <b>Bachelor of Science in Civil Engineering University of Central Florida - 2022 Associates Degree in Engineering - Valencia College - 2019</b>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> <b>N/A</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> <b>N/A</b>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>Wawa- SR 405 &amp; Grissom, Titusville, Florida</b>	2021 - 2023	2023
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> <b>a. This 3 Acre site converted from a hospice/police department/vacant lot into a commercial high intensity land use and infrastructure for convenience store/gas station with gas pumps. Mr. Romero worked with the project manager on drainage design, calculations, and offsite roadway improvements</b>		
<b>Trinity Gardens Subdivision, DeLand, Florida</b>	2022 - Present	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> <b>b. Trinity Subdivision consisted of 186.31 ac single family subdivision located at the northeast corner of Blue Lake Avenue and Skyridge Drive in the city of Deland, Florida. The project includes 523 lots and an amenity center. Mr. Romero is the project engineer, working directly with project manager, in developing land into a 543-lot subdivision.</b>		
<b>Canopy Terrance, DeLand, Florida</b>	2022 - 2023	2023
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> <b>c. Canopy Terrace Subdivision was a 36.15 ac single family subdivision with 127 lots located near the northeast corner of Cassadaga Road and Dr Martin Luther King Jr. Beltway. This project included an amenity center and model homes. Mr. Romero controlled utilities site inspections during the construction phase.</b>		
<b>Wawa - 520 &amp; Plumosa, Merritt Island, Florida</b>	2022 - Present	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> <b>d. Converted an existing dealership center into a convenience store/gas station, including: car wash, automotive repair and fast food drive-thru. The project is 6.80 Acres, 5 lots, and is near SEC of E Merritt Island Causeway &amp; S Plumosa St. Mr. Romero worked on land development design, calculations, and offsite roadway improvements</b>		
<b>Avalon Multi-Family, Winter Garden, Florida</b>	2022 - Present	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float:right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> <b>e. Avalon Multi-Family is 37.04 Acre multi-family complex with 240 units near N of Lake Star Road and W of Avalon Road. Mr. Romero worked under the project manager, providing drainage and utilities calculations.</b>		

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 1
---	-------------------------------------

21. TITLE AND LOCATION <i>(City and State)</i> <b>Trinity Gardens – Deland, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022-Present	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Hanover Land Company, LLC	b. POINT OF CONTACT NAME Tony Iorio	c. POINT OF CONTACT TELEPHONE NUMBER 407-988-1408
---	--	--

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

Trinity Subdivision includes a 186.31 acre single family subdivision located at the northeast corner of Blue Lake Avenue and Skyridge Drive in the city of Deland, Florida. The project includes 523 lots and an amenity center.

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

a.	(1) FIRM NAME Kelly, Collins & Gentry, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineering
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**

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION <i>(City and State)</i> <b>Canopy Terrace - DeLand, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2022	CONSTRUCTION <i>(If applicable)</i> 2023

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Pulte Group	b. POINT OF CONTACT NAME Chris Wrenn	c. POINT OF CONTACT TELEPHONE NUMBER 407-256-1797
---------------------------------	---	--

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

Canopy Terrace Subdivision was a 36.15 ac single family subdivision with 127 lots located near the northeast corner of Cassadaga Road and Dr. Martin Luther King Jr. Beltway in DeLand, Florida. This project included an amenity center, model home and sales trailer.

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

a.	(1) FIRM NAME Kelly, Collins & Gentry, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineering
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**

*(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY  
NUMBER

3

21. TITLE AND LOCATION *(City and State)*

**Plaza on University - Orange County, Florida**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2012

CONSTRUCTION *(If applicable)*  
2014

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

ACC Op (University Shoppes Orlando) LLC

b. POINT OF CONTACT NAME

Brian Bowers

c. POINT OF CONTACT TELEPHONE NUMBER

(512) 673-6555

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

Plaza on University was a redevelopment of a commercial strip plaza into a student housing/commercial project directly across from the University of Central Florida. This project consisted of 1,313 beds, 65,889 sf of commercial and a ten-story parking garage laid out on 14.05 acres.

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

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>a.</b>	Kelly, Collins & Gentry, Inc.	Orlando, Florida	Civil Engineering
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(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**

*(Present as many projects as requested by the agency, or 10 projects, if not specified.  
Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY  
NUMBER

4

21. TITLE AND LOCATION *(City and State)*

**Flamingo CIP Housing - Orange County, Florida**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2018 - 2022

CONSTRUCTION *(If applicable)*  
2022

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

American Campus Communities

b. POINT OF CONTACT NAME

Brian Bowers

c. POINT OF CONTACT TELEPHONE NUMBER

(512) 673-6555

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

Flamingo Crossings is the largest workforce housing development in the U.S. to date, providing 2,608-units (10,400 beds) for Walt Disney World Resorts' 19,000 interns and trainees. The project is located on the west side of SR-429 and south of Western Way, in unincorporated Orange County, FL.

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

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Kelly, Collins & Gentry, Inc.	Orlando, Florida	Civil Engineering
b.			
c.			
d.			
e.			
f.			



**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION *(City and State)*

**Victoria Oaks – Deland, Florida**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2019-2023

CONSTRUCTION *(If applicable)*  
2023

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

Forestar Real Estate Group, Inc.

b. POINT OF CONTACT NAME

Chris Tyree

c. POINT OF CONTACT TELEPHONE NUMBER

407-750-7723

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

Victoria Oaks Subdivision was a multi-phase project on 172 ac parcel near the southwest corner of S. Blue Lake Ave. and E. Taylor Road in the City of Deland, Florida. The project included due diligence, site planning, and engineering site design for a 581 lot single family residential subdivision on a 171.41 acre site. Services also included the site design of a 5,230 sf community center with 61 parking spaces on a 2.75 acres parcel within the development.

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

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Kelly, Collins & Gentry, Inc.	Orlando, Florida	Civil Engineering
b.			
c.			
d.			
e.			
f.			

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**

*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION *(City and State)*

**Huntington Downs – Deland, Florida**

22. YEAR COMPLETED

PROFESSIONAL SERVICES  
2017-2022

CONSTRUCTION *(If applicable)*  
2022

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER

D.R. Horton

b. POINT OF CONTACT NAME

Avery Brooks

c. POINT OF CONTACT TELEPHONE NUMBER

689-208-8134

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

Huntington Downs Subdivision was located on a 116 acre parcel on the south side of Orange Camp Road in the City of Deland, Florida. The proposed improvements included 153 single family residential lots along with associated stormwater, sewer and water improvements. This project also included the model home and construction phase services.

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

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Kelly, Collins & Gentry, Inc.	Orlando, Florida	Civil Engineering
b.			
c.			
d.			
e.			
f.			

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 <b>7</b>
---	--

21. TITLE AND LOCATION <i>(City and State)</i> <b>Del Webb Oasis – Deland, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020-Present	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Pulte Group</b>	b. POINT OF CONTACT NAME <b>Aaron Struckmeyer</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>407-661-2201</b>
--	--	---

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

Del Webb Oasis is located south of Hartzog Road in Orange County, Florida. The project included a 198 acre 55+ adult community with two phases (Phases 3 and 4, 224 lots), and the Amenity Center (located in Phase 3), stormwater, sewer and water improvements. This project also included construction phase services.

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

a.	(1) FIRM NAME Kelly, Collins & Gentry, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineering
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

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 <b>8</b>
---	--

21. TITLE AND LOCATION <i>(City and State)</i> <b>Addison Landing – Deland, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>2020-2023</b>	CONSTRUCTION <i>(If applicable)</i> <b>2023</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>ATG Land Company</b>	b. POINT OF CONTACT NAME <b>Ben Shoemaker</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>407-625-4747</b>
---	--	---

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

Addison Landing Subdivision is located on a 35.41± ac parcel located at the corner of SR 15 A (N. Spring Garden Ave.) and Greens Dairy Road in the city of DeLand, Florida. The project included 83 single family residential lots along with associated stormwater, sewer and water improvements. Construction phase services were completed with Mattamy Homes.

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

<b>a.</b>	(1) FIRM NAME <b>Kelly, Collins &amp; Gentry, Inc.</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Orlando, Florida</b>	(3) ROLE <b>Civil Engineering</b>
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 9
---	-------------------------------------

21. TITLE AND LOCATION <i>(City and State)</i> <b>Alta Horizon West – Winter Garden, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020-2023	CONSTRUCTION <i>(If applicable)</i> 2023

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Wood Partners	b. POINT OF CONTACT NAME Bryan Borland	c. POINT OF CONTACT TELEPHONE NUMBER 407-982-2516
-----------------------------------	---	--

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

Alta Horizon West Apartments located at the northwest corner of Old YMCA Road and Avalon Road in unincorporated Orange County, Florida. The project included an approximate 21.61 acres with a 348-unit apartment project, stormwater, sewer and water improvements.

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

a.	(1) FIRM NAME Kelly, Collins & Gentry, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineering
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

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 10
---	--------------------------------------

21. TITLE AND LOCATION <i>(City and State)</i> <b>OCOM Medical School – Winter Garden, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2020-2023	CONSTRUCTION <i>(If applicable)</i> 2024

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Element Commercial Construction, LLC	b. POINT OF CONTACT NAME Brian Smith	c. POINT OF CONTACT TELEPHONE NUMBER 813-957-2777
--	---	--

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

The OCOM Medical School located west of Avalon Rd in the Horizon West Town Center in Orange County, Florida. This project includes a 141,200 square foot medical college located on 25 acres, stormwater, sewer and water improvements.

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

a.	(1) FIRM NAME Kelly, Collins & Gentry, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, Florida	(3) ROLE Civil Engineering/Planning
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

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
SEAN FORTIER	CDD ENGINEER	X	X	X	X	X	X	X	X		X
SCOTT STUART	CDD PLANNER		X								
JACLYN BRIGGS	ASST. PROJECT MANAGER			X				X	X	X	X
DAVID ROMERO	PROJECT ENGINEER	X	X			X					X
SCOTT GENTRY	QA/QC	X		X	X	X	X		X	X	X
LAUREN GATES	CADD TECH	X						X			
CECE DELA CERNA	SENIOR PLANNER										

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Trinity Gardens	6	Huntington Downs
2	Canopy Terrace	7	Del Webb Oasis
3	Plaza on University	8	Addison Landing
4	Flamingo CIP Housing	9	Alta Horizon West
5	Victoria Oaks	10	OCOM Medical School

---

**H. ADDITIONAL INFORMATION**

---

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

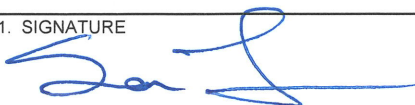
KCG HAS WORKED ON MANY SUCCESSFUL PROJECTS IN VOLUSIA COUNTY AND IS VERY FAMILIAR WITH THE PROCESS FOR BOTH THE CITY OF DELAND AND VOLUSIA COUNTY.

---

**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE



32. DATE

2/1/24

33. NAME AND TITLE

Sean Fortier, P.E. Director of Land Development

---





The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In addition, it is crucial to review these records regularly to identify any discrepancies or errors. This proactive approach can prevent potential issues from escalating and ensure that the financial statements are accurate and reliable.

Furthermore, the document highlights the benefits of using digital accounting software. Such tools can streamline the recording process, reduce the risk of human error, and provide real-time insights into the company's financial health.

Finally, it is recommended to consult with a professional accountant or tax advisor to ensure that all financial practices are in line with the latest regulations and to optimize the company's tax position.

By following these guidelines, businesses can ensure that their financial records are accurate, complete, and compliant, which is essential for long-term success and growth.

For more information on financial management and accounting practices, please refer to the attached documents and contact our support team.



ALLIANT

# Request for Qualifications



*Prepared for:*

**The Kepler Road Community Development District**  
Volusia County, Florida

*Prepared by:*

**Alliant Engineering, Inc.**  
10475 Fortune Parkway, Suite 101  
Jacksonville, Florida 32256

February 2, 2024

**The Kepler Road Community  
Development District**  
Table of Contents for Standard Form 330  
and Supporting Documentation

---

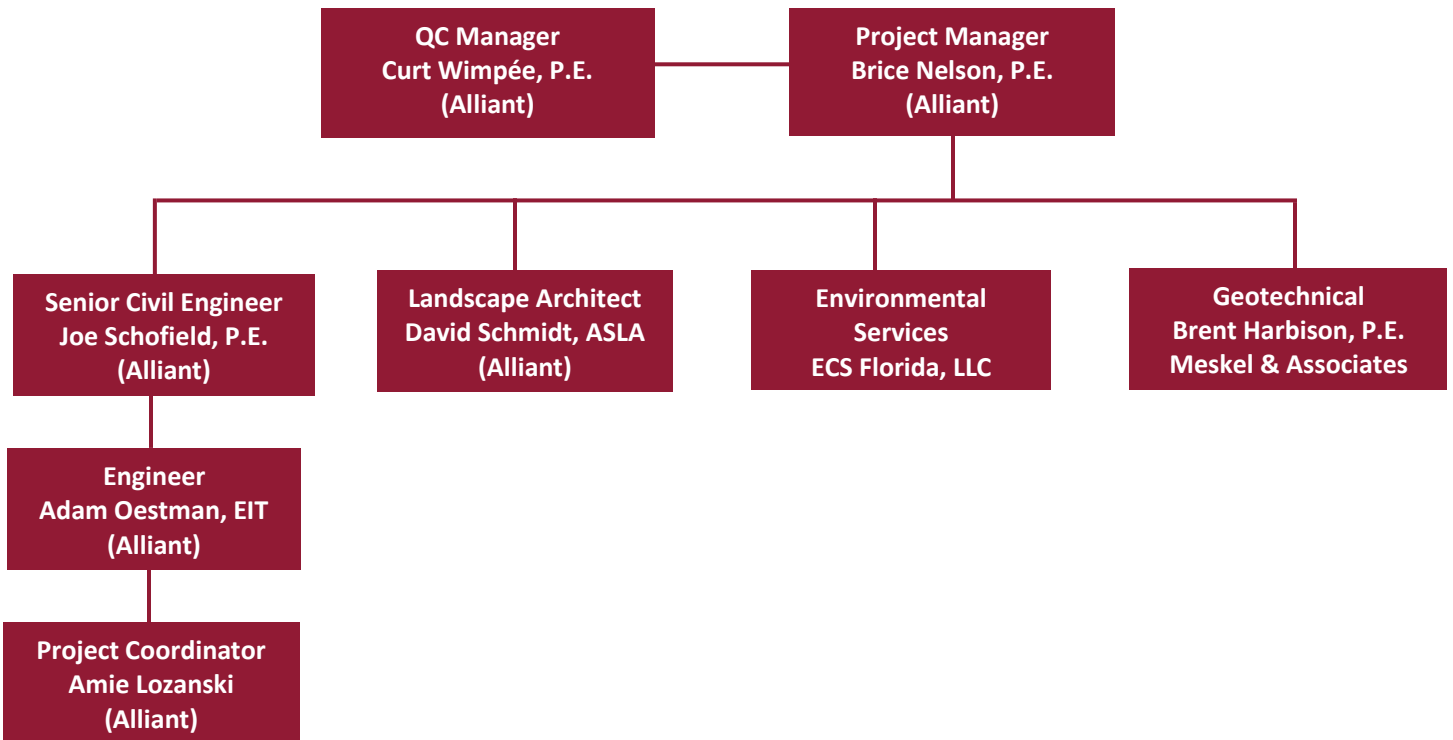
Alliant Engineering Team Flow Chart .....	-
Part I – Contract Specific Qualifications.....	1
Part II – General Qualifications – Alliant Engineering, Inc.....	2
Part II – General Qualifications - Alliant Florida, Inc. ....	3
Part II – General Qualifications – Meskel & Associates Engineering, LLC .....	4
Part II – Meskel & Associates Engineering, LLC - Woman Business Certification .....	-
Part II – General Qualifications – ECS Florida, LLC – Tampa .....	5
Part II – General Qualifications – ECS Florida, LLC – Jacksonville .....	6
Section E – Resumes of key Personnel - Brice Nelson, P.E. ....	7
Section E – Resumes of key Personnel – Curt Wimpée, P.E.....	8
Section E – Resumes of key Personnel – Joe Schofield, P.E.....	9
Section E – Resumes of key Personnel – Adam Oestman, E.I.....	10
Section E – Resumes of key Personnel – David Schmidt, ASLA.....	11
Section E – Resumes of key Personnel – Joe Brinson, PWS – ECS Florida, LLC. ....	12
Section E – Resumes of key Personnel – Brett H. Harbison, P.E. – Meskel & Associates Eng., LLC	13
Section F – Rep. Project – Shadow Crest at Rolling Hills CDD.....	14
Section F – Rep. Project – Spring Lake Subdivision.....	15
Section F – Bunnell Westside Sewer Imp., Ph. 1. ....	16
Section F – Flagler Beach Slip Linding Rehabilitation. ....	17
Section F – Sweetgrass Apartments, Ph. 1 – Enhanced Landscape .....	18
Section F – Trout Creek CDD .....	19
Section F – Tapestry Westland Village.....	20
Section G – Key Personnel Participation in Rep. Projects .....	21
Section H – Additional Information.....	22



**ALLIANT**

## ALLIANT ENGINEERING, INC. TEAM

*Alliant Engineering, Inc. Team  
for  
The Kepler Road Community  
Development District*





ALLIANT

# Part I

## CONTRACT SPECIFIC QUALIFICATIONS

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Request for Qualifications for The Kepler Road Community Development District, Volusia County, Florida

2. PUBLIC NOTICE DATE

January 19, 2024

3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Brice Nelson, PE/Project Manager

5. NAME OF FIRM

Alliant Engineering, Inc.

6. TELEPHONE NUMBER  
(904) 723-4895

7. FAX NUMBER  
NA

8. E-MAIL ADDRESS  
bnelson@alliant-inc.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	JV PARTNER	SUBCONTRACTOR			
a.	X			Alliant Engineering, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	10475 Fortune Pkwy Ste 101, Jacksonville, FL 32256	Project Management, Civil, Landscape
b.			X	ECS Florida, LLC <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	11554 Davis Creek Court, Jacksonville, FL 32256	Environmental Services
c.			X	Meskel & Associates Engineering <input type="checkbox"/> CHECK IF BRANCH OFFICE	3728 Philips Highway, Suite 208 Jacksonville, FL 32207	Geotechnical Services
d.			X	Alliant Surveying, Inc. (A wholly owned subsidiary of Alliant Engineering, Inc.) <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	10475 Fortune Pkwy Ste 101, Jacksonville, FL 32256	Land Surveying
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)





# Part II

## ARCHITECT / ENGINEER QUALIFICATIONS

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

## PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (or Branch Office) NAME Alliant Engineering, Inc.			3. YEAR ESTABLISHED 1995	4. UNIQUE ENTITY IDENTIFIER 41-1818046
2b. STREET 10475 Fortune Pkwy Ste 101			5. OWNERSHIP Corporation	
2c. CITY Jacksonville	2d. STATE FL	2e. ZIP CODE 32256	b. SMALL BUSINESS STATUS NA	
6a. POINT OF CONTACT NAME AND TITLE Brice Nelson, PE/Project Manager			7. NAME OF FIRM (If Block 2a is a Branch Office) Alliant Engineering, Inc.	
6b. TELEPHONE NUMBER (904) 723-4895		6c. E-MAIL ADDRESS bnelson@alliant-inc.com		
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

### 9. EMPLOYEES BY DISCIPLINE

### 10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	18	3	E10	Environmental and Nat Res Map	4
08	CADD Technician	7	1	H07	Highways	8
12	Civil Engineer	55	9	H11	Housing	7
15	Constructor Inspector	5	0	I04	ITS	4
16	Construction Manager	1	0	L03	Landscape Architecture	6
23	Environmental Scientist	2	0	P05	Planning	5
38	Land Surveyor	13	0	S09	Structural Design	4
39	Landscape Architect	6	2	S10	Surveying	7
47	Planner	2	0	T03	Traffic and Transportation Engineering	7
57	Structural Engineer	2	0			
60	Transportation Engineer	61	1			
62	Water Resources Engineer	3	0			
	Other Employees					
<b>Total</b>		<b>175</b>	<b>16</b>			

### 11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)


### PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- |   |   |
|---|---|
| 1. Less than \$100,000                  | 6. \$2 million to less than \$5 million   |
| 2. \$100,000 to less than \$250,000     | 7. \$5 million to less than \$10 million  |
| 3. \$250,000 to less than \$500,000     | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million   | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater               |

a. Federal Work	1
b. Non-Federal Work	9
<b>c. Total Work</b>	<b>9</b>

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE January 20, 2024
a. NAME AND TITLE Curt Wimpée, P.E., Vice President Southeast Region	

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

## PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)


2a. FIRM (or Branch Office) NAME Alliant Florida, Inc.			3. YEAR ESTABLISHED 2019	4. UNIQUE ENTITY IDENTIFIER 83-2802440
2b. STREET 10475 Fortune Pkwy Ste 101			5. OWNERSHIP	
2c. CITY Jacksonville		2d. STATE FL	2e. ZIP CODE 32256	
6a. POINT OF CONTACT NAME AND TITLE Clayton Walley/Survey Manager			a. TYPE Corporation	
6b. TELEPHONE NUMBER 904-900-3507			b. SMALL BUSINESS STATUS NA	
6c. E-MAIL ADDRESS cwalley@alliant-inc.com			7. NAME OF FIRM (If Block 2a is a Branch Office)	
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
08	CADD Technician	5		S10	Surveying	6
38	Land Surveyor	21				
	Other Employees					
<b>Total</b>		26				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	6. Less than \$100,000	7. \$100,000 to less than \$250,000	8. \$250,000 to less than \$500,000	9. \$500,000 to less than \$1 million
b. Non-Federal Work	6	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million	9. \$25 million to less than \$50 million
c. Total Work	6	10. \$1 million to less than \$2 million	10. \$50 million or greater		

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE January 20, 2024
b. NAME AND TITLE Curt Wimpée, P.E., Vice President Southeast Region	



ALLIANT

# Part II – General Qualifications

## Meskel & Associates, Engineering, PLLC

WOMAN BUSINESS CERTIFICATION



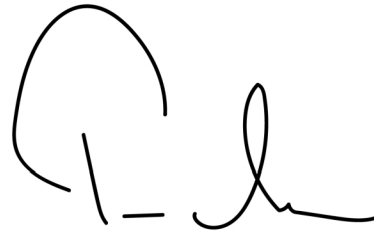
# State of Florida

## Woman Business Certification

Meskel & Associates Engineering, PLLC

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

05/04/2023 to 05/04/2025



---

J. Todd Inman  
Florida Department of Management Services






**ALLIANT**

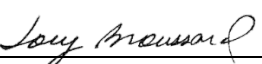
# **Part II – General Qualifications**

## **ECS Florida, LLC**

**Tampa & Jacksonville**

ARCHITECT-ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER (If any)		
<b>PART II - GENERAL QUALIFICATIONS</b> <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>						
2a. FIRM (OR BRANCH OFFICE) NAME <b>ECS FLORIDA, LLC – Tampa</b>				3. YEAR ESTABLISHED 2012		4. UNIQUE ENTITY IDENTIFIER MNVJKQ85HFG3
2b. STREET 4524 N. 56 <sup>th</sup> Street				<b>5. OWNERSHIP</b>		
2c. CITY Tampa		2d. STATE Florida		2e. ZIP 33610		a. TYPE Limited Liability Company
6a. POINT OF CONTACT NAME AND TITLE Rey Ruiz, PE, SI – Branch Manager				b. SMALL BUSINESS STATUS N/A		
6b. TELEPHONE NUMBER 813-302-1644		6c. E-MAIL ADDRESS RRuiz1@ecslimited.com		7. NAME OF FIRM (if block 2a is a branch office) ECS Florida, LLC		
8a. FORMER FIRM NAME(S)				8b. YR. ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER
9. EMPLOYEE BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	C. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
2	Administrative	33	6	H11	Housing (Residential, Multi-Family, Apts, Condos)	8
6	Architect	2		H07	Highways, Streets, Airfield Paving, Parking Lots	7
8	AutoCAD	1		E09	Environmental Impact Studies, Assessments	7
	Construction Materials Manager	10	3	T02	Testing & Inspection Services	6
	Drillers	29	10	C10	Commercial Buildings (low rise), Shopping Centers	6
24	Environmental Scientist	19	4	W01	Warehouses & Depots	5
	Environmental Technician	2		S05	Soils & Geologic Studies, Foundations	4
	Field Technicians	94	17	H10	Hotels, Motels	4
30	Geologist	6	2	O01	Office Buildings, Industrial Parks	4
	Hydrogeologist			I01	Industrial Buildings, Manufacturing Plants	4
36	Industrial Hygiene			E02	Schools & Universities	4
	Lab Manager/Technician	14	4	A06	Airports, Terminals & Hangars, Freight Handling	4
	Professional Engineer	25	6	H09	Hospitals & Medical Facilities	4
48	Project Manager	59	25	P02	Petroleum and Fuel (Storage and Distribution)	3
	Soils Engineer			R04	Recreation Facilities (Parks, Marinas, etc.)	3
				D07	Dining Halls, Clubs, Restaurants	3
				E12	Environmental Remediation	3
				S13	Storm Water Handling & Facilities	3
				H06	Highrise, Air-Rights-Type Buildings	3
				W03	Water Supply, Treatment and Distribution	3
	TOTAL	294	77			
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER				
a. Federal Work	3	1. Less than \$100,000.    \$2 million to less than \$5 million				
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000.    \$5 million to less than \$10 million				
c. Total	9	3. \$250,000 to less than \$500,000.    \$10 million to less than \$25 million				
		4. \$500,000 to less than \$1 million.    \$25 million to less than \$50 million				
		5. \$1 million to less than \$2 million.    \$ 50 million or greater				
		6. \$2 million to less than \$5 million				
		7. \$5 million to less than \$10 million				
		8. \$10 million to less than \$25 million				
		9. \$25 million to less than \$50 million				
		10. \$ 50 million or greater				
<b>12. AUTHORIZED REPRESENTATIVE</b> The foregoing is a statement of facts.						
a. SIGNATURE 				b. DATE 01/20/2024		
c. NAME AND TITLE Rey Ruiz, PE, SI – Branch Manager						



ARCHITECT-ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER (If any)		
<b>PART II - GENERAL QUALIFICATIONS</b> (If a firm has branch offices, complete for each specific branch office seeking work.)						
2a. FIRM (OR BRANCH OFFICE) NAME <b>ECS FLORIDA, LLC – Jacksonville</b>				3. YEAR ESTABLISHED 2017	4. UNIQUE ENTITY IDENTIFIER MNVJKQ85HFG3	
2b. STREET 11554 Davis Creek Court				<b>5. OWNERSHIP</b>		
2c. CITY Jacksonville		2d. STATE Florida		2e. ZIP 32256		a. TYPE Limited Liability Company
6a. POINT OF CONTACT NAME AND TITLE Joey Broussard, PE – Vice President				b. SMALL BUSINESS STATUS N/A		
6b. TELEPHONE NUMBER 904-880-0960		6c. E-MAIL ADDRESS <a href="mailto:JBroussard@ecslimited.com">JBroussard@ecslimited.com</a>		7. NAME OF FIRM (if block 2a is a branch office) ECS Florida, LLC		
8a. FORMER FIRM NAME(S)				8b. YR. ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER	
Ellis & Associates, Inc.				1988	87-718-2006	
9. EMPLOYEE BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	C. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
2	Administrative	33	16	H11	Housing (Residential, Multi-Family, Apts, Condos)	8
6	Architect	2		H07	Highways, Streets, Airfield Paving, Parking Lots	7
8	AutoCAD	1	1	E09	Environmental Impact Studies, Assessments	7
	Construction Materials Manager	10	5	T02	Testing & Inspection Services	6
	Drillers	29	12	C10	Commercial Buildings (low rise), Shopping Centers	6
24	Environmental Scientist	19	6	W01	Warehouses & Depots	5
	Environmental Technician	2	1	S05	Soils & Geologic Studies, Foundations	4
	Field Technicians	94	33	H10	Hotels, Motels	4
30	Geologist	6	1	O01	Office Buildings, Industrial Parks	4
	Hydrogeologist			I01	Industrial Buildings, Manufacturing Plants	4
36	Industrial Hygiene			E02	Schools & Universities	4
	Lab Manager/Technician	14	6	A06	Airports, Terminals & Hangars, Freight Handling	4
	Professional Engineer	25	8	H09	Hospitals & Medical Facilities	4
48	Project Manager	59	8	P02	Petroleum and Fuel (Storage and Distribution)	3
	Soils Engineer			R04	Recreation Facilities (Parks, Marinas, etc.)	3
				D07	Dining Halls, Clubs, Restaurants	3
				E12	Environmental Remediation	3
				S13	Storm Water Handling & Facilities	3
				H06	Highrise, Air-Rights-Type Buildings	3
				W03	Water Supply, Treatment and Distribution	3
	TOTAL	294	97			
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER				
a. Federal Work		1. Less than \$100,000.		2. \$2 million to less than \$5 million		
b. Non-Federal Work		2. \$100,000 to less than \$250,000.		3. \$5 million to less than \$10 million		
c. Total		3. \$250,000 to less than \$500,000.		4. \$10 million to less than \$25 million		
		4. \$500,000 to less than \$1 million.		5. \$25 million to less than \$50 million		
		5. \$1 million to less than \$2 million.		6. \$50 million or greater		
		6. \$2 million to less than \$5 million.		7. \$10 million to less than \$25 million		
		7. \$5 million to less than \$10 million.		8. \$25 million to less than \$50 million		
		8. \$10 million to less than \$25 million.		9. \$50 million to less than \$100 million		
		9. \$25 million to less than \$50 million.		10. \$100 million or greater		
		10. \$50 million to less than \$100 million.				
		11. \$100 million or greater				
<b>12. AUTHORIZED REPRESENTATIVE</b> The foregoing is a statement of facts.						
a. SIGNATURE				b. DATE		
				01/20/2024		
c. NAME AND TITLE Joey Broussard, PE – Subsidiary Regional Vice President						



# Part E

## RESUMES OF KEY PERSONNEL

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

12. NAME Brice Nelson, PE	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM Less than 1 Year

15. FIRM NAME AND LOCATION (City and State)  
**Alliant Engineering, Inc. (Jacksonville, FL)**

16. EDUCATION (Degree and Specialization)  B.S. Civil Engineering, Southern Illinois University MBA, University of Mary	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)  Professional Engineer in Florida (97162); South Dakota (15708); North Dakota (PE-8217); Iowa (P27204); Virginia (0402049573)
--	--

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Brice has 23 years of experience working as a civil engineer in multiple roles on a variety of projects from storm water management to road realignment. He is familiar with municipal design, water and sewer distribution and storm water management. Brice has extensive experience in acting as the City Engineer capacity for several small towns throughout his career.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
PROJECT MANAGER – CITY ENGINEERING SERVICES – BERTHOLD, ND	2014	NA
<p><b>a.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Brice has served as the client contact for the city engineering services with the City of Berthold for over three (3) years. The City of Berthold renewed their contract for City Engineer Services, showing job satisfaction. Brice regularly attended City Council meetings, has helped advise the city on technical issues with regards to developer agreements, assisted with engineering reviews of developments, design of a bulk water station and assisted with obtaining funding for major projects.</p> <p align="right"><input type="checkbox"/> Check if project performed with current firm</p>		
PROJECT MANAGER – CITY ENGINEERING SERVICES – ROSS, ND	2016	NA
<p><b>b.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Brice has served as the client contact for the city engineering services with the City of Ross for five (5) years. The City of Ross put full trust in Brice to guide the City for all their engineering needs, showing job satisfaction. Brice has helped advise the city on technical issues with regards to developer agreements, assisted with engineering reviews of developments, collaborated with the department of health to perform inspections to obtain permit approval of a watermain that had been installed by a contractor without proper approvals (prior to hiring for City Engineer Services), assisted the city to come into compliance with the department of health with their drinking water by switching over to the R&amp;T Water, assisted with permits from BNSF to bore under the railroad to construct a new watermain throughout the city. design of the watermain/sewer/roadway improvements, regularly attended City Council meetings, and assisted with obtaining funding for major projects.</p> <p align="right"><input type="checkbox"/> Check if project performed with current firm</p>		
PROJECT MANAGER – CITY ENGINEERING SERVICES – GALESBURG, WI	2021	NA
<p><b>c.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Brice has served as the client contact for the city engineering services with the City of Galesburg for five (5) years. The City of Galesburg put full trust in Brice to guide the City for all their engineering needs, showing job satisfaction. Brice regularly attended City Council meetings, has helped advise the city on technical issues with regards to NPDES permits, assessments of new water quality regulations, prepared Preliminary Engineering Reports, advised how to meet new standards through water quality trade projects, designed improvements to the lagoon, preparation of bids, construction inspection and coordination with funding agencies.</p> <p align="right"><input type="checkbox"/> Check if project performed with current firm</p>		
PROJECT MANAGER – CITY ENGINEERING SERVICES – ALMA CENTER, WI	2021	NA
<p><b>d.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Brice has served as the client contact for the city engineering services with the City of Alma Center for five (5) years. The City of Alma Center put full trust in Brice to guide the City for all their engineering needs, showing job satisfaction. Brice has helped advise the city on technical issues with regards to redundancy issues with their water distribution system, preparation of Preliminary Engineer Reports, design of a new well and watermain, preparation of asset management report of their utilities, preparation of bids, construction inspection, and coordination with funding agencies.</p> <p align="right"><input type="checkbox"/> Check if project performed with current firm</p>		
ALMA CENTER WELL AND WATERMAIN EXTENSION, ALMA CENTER, WISCONSIN	2019	2020
<p><b>e.</b> (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The city upgraded its century-old well with a second one, funded through the SRF program. A PER report and asset management plan, along with a WaterCAD model, were crucial for principal forgiveness. Two watermain extension plans were presented, involving permits from ACOE and DOT, including a direct bore under a state highway. Construction oversight, monthly representation for SRF funding, and funding closeout were managed. Coordination with the state ensured loan repayment feasibility and resident-friendly rate adjustments, requiring regular updates at City Council meetings for transparency and satisfaction.</p> <p align="right"><input type="checkbox"/> Check if project performed with current firm</p>		



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**NELSON, BRICE ALVIN**

3650 HAMPTON GLEN PL  
JACKSONVILLE FL 32257

**LICENSE NUMBER: PE97162**

**EXPIRATION DATE: FEBRUARY 28, 2025**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

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

*(Complete one Section E for each key person.)*

12. NAME Curt Wimpée, PE	13. ROLE IN THIS CONTRACT Quality Manager	14. YEARS EXPERIENCE	
		a. TOTAL 28	b. WITH CURRENT FIRM 8

15. FIRM NAME AND LOCATION *(City and State)*  
Alliant Engineering, Inc. (Jacksonville, FL)

16. EDUCATION <i>(Degree and Specialization)</i>  B.S. Civil Engineering, University of Minnesota	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Professional Engineer in Florida (79764); Minnesota (40487) Georgia; (031340); N. Carolina (053415); S. Carolina (41355); Tennessee (125610)
---	---

20. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Curt is a Vice President at Alliant and has 28 years of experience in municipal engineering, land development and transportation. Curt's experience includes localized and regional utility extensions, lift stations, City and DOT roadway reconstructions and new roadways, MOT plans, signage and striping plans, concrete and asphalt pavement design, storm water management systems, regional drainage studies, residential mixed use, and large-scale commercial developments.

**21. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> City Engineer (consultant) for Bunnell, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016 – Present	CONSTRUCTION <i>(If applicable)</i> NA
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Performed as Engineer of Record for numerous City infrastructure projects. Projects included roadway paving/assessment/rehabilitation/replacement, stormwater system design and modeling, watermain (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> City Engineer (consultant) for Flagler Beach, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017 – Present	CONSTRUCTION <i>(If applicable)</i> NA
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Performed as Engineer of Record for numerous City infrastructure projects. Projects included roadway paving/assessment/rehabilitation/replacement, stormwater system design and modeling, watermain (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> Civil Engineer for Mendota Heights, MN	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 1996 – 2000	CONSTRUCTION <i>(If applicable)</i> NA
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Performed as Engineer of Record for numerous City infrastructure projects. Projects included roadway paving/assessment/rehabilitation/replacement, stormwater system design and modeling, watermain (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> City Engineer (consultant) for Two Harbors, MN	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012 – 2014	CONSTRUCTION <i>(If applicable)</i> NA
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE City Engineer performing all aspects of design for City improvement projects. Representative projects included approximately 6 miles of roadway and utility reconstruction for rural to urban street reconstructions. Tasks included complete corridor survey of projects, design, cost estimating, bidding and award, and full time construction inspection.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION <i>(City and State)</i> City Engineer (consultant) for Scanlon, MN	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2012 – 2014	CONSTRUCTION <i>(If applicable)</i> NA
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Performed as Engineer of Record for numerous City infrastructure projects. Projects included roadway paving/assessment/rehabilitation/replacement, stormwater system design and modeling, watermain (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.	<input type="checkbox"/> Check if project performed with current firm	



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WIMPEE, CURTIS MARCEL**

11410 WILDECROFT TERRACE  
JACKSONVILLE FL 32223

**LICENSE NUMBER: PE79764**

**EXPIRATION DATE: FEBRUARY 28, 2025**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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

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

12. NAME Joe Schofield, PE	13. ROLE IN THIS CONTRACT Senior Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 2.5

15. FIRM NAME AND LOCATION *(City and State)*  
**Alliant Engineering, Inc. (Jacksonville, FL)**

16. EDUCATION <i>(Degree and Specialization)</i>  MBA St. Leo University; B.S. Civil Engineering, University of North Florida	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Professional Engineer in Florida (69219)
---	---

22. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
 Mr. Schofield is a Senior Engineer with 18 years of experience in civil design and construction oversight. He has provided design, review, and/or management of hundreds of public and private roadway and site development projects in the southeast United States. He has partnered with dozens of State Agencies and local communities to advance a wide variety of projects to improve transportation infrastructure across the continental United States.

**23. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Shadow Crest at Rolling Hills CDD (Phases 3B & 3C), Green Cove Springs, Clay County, FL.	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> 2023

**a.** (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  
 Mr. Schofield assisted the CDD to secure electrical and landscape maintenance easements. He also reviewed all contractor, vendor, and supplier invoice and pay application to help ensure proper use of the bond funds. Scope included cost estimating and writing the Engineer's Report for Shadow Crest phase of the District full planned build-out.  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i> Beachview Cove Subdivision, Ormond Beach, Volusia County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> NA

**b.** (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  
 Project manager and engineering overseeing design and permitting for a 28-lot single-family subdivision with private lift station on A-1-A adjacent the Atlantic Ocean. All entitlements received and construction underway. Project includes a planned FPL power pole relocation, work within the coastal construction control line (CCCL), and coordination of turtle friendly street lighting design.  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i> Ponce Preserve Subdivision, Palm Coast, Flagler County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> NA

**c.** (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  
 Project manager and engineering overseeing design and permitting for a 74-lot single-family subdivision. All entitlements have been received and construction start date undetermined.  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i> Ryan's Landing Subdivision, Palm Coast, Flagler County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i>

**d.** (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  
 Project manager and engineering overseeing design and permitting for a 95-lot single-family subdivision. All entitlements have been received and construction start date undetermined.  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

**e.** (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**FBPE**  
FLORIDA BOARD OF  
PROFESSIONAL ENGINEERS

## STATE OF FLORIDA

### BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**SCHOFIELD, JOSEPH RYAN**

10475 FORTUNE PKWY.  
SUITE 101  
JACKSONVILLE FL 32256

**LICENSE NUMBER: PE69219**

**EXPIRATION DATE: FEBRUARY 28, 2025**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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



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

*(Complete one Section E for each key person.)*

12. NAME Adam Oestman, EIT	13. ROLE IN THIS CONTRACT Production Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 6	b. WITH CURRENT FIRM 2.5

15. FIRM NAME AND LOCATION *(City and State)*  
Alliant Engineering, Inc. (Jacksonville, FL)

16. EDUCATION <i>(Degree and Specialization)</i>  B.S. Civil Engineering Technology, Murray State University	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Engineer in Training (PE Pending)
--	---

24. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
  
Mr. Oestman has more than six years of experience in the design and construction of private infrastructure projects. He has worked on numerous developments and infrastructure improvements for commercial, medical, municipal, and residential projects around the country. Typical project requirements are land acquisition contract review, site assessment, land planning, development cost analysis, scheduling, approval coordination preparation of contract documents, and construction administration.

**25. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
City of DeLand Reclaim Main Extension, DeLand, FL	2023	NA
<b>a.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Lead design engineer preparing the construction documents for a +-6000 LF Reclaim main extension		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Shadow Crest At Rolling Hills CDD Single Family Subdivision, Green Cove Springs, FL	2021	Ongoing
<b>b.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Lead design engineer preparing the construction documents for a 247 single-family residential subdivision, as well as associated construction administration throughout the project.		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Sawmill Branch at Palm Coast Park CDD - Multiple Phases, Palm Coast, FL	2023	
<b>c.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Lead design engineer preparing the construction documents for multiple single-family residential subdivision phases totaling over 1000 lots		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Spring Lake at Palm Coast Park CDD - Multiple Phases, Palm Coast, FL	2022	Ongoing
<b>d.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Preparing the construction documents, cost-estimates, and associated construction administration for multiple single-family residential subdivision phases for a total of 421 lots		
<input checked="" type="checkbox"/> Check if project performed with current firm		
Hymon Circle Drainage Improvements - City of Bunnell, FL	2023	
<b>e.</b> (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Design engineer preparing the construction documents for a two phase project in the City of Bunnell, including +-2000 LF of road-side drainage improvements, as well as +-3000 LF of existing drainage ditch improvements		
<input checked="" type="checkbox"/> Check if project performed with current firm		

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

*(Complete one Section E for each key person.)*

12. NAME David Schmidt, ASLA	13. ROLE IN THIS CONTRACT Landscape Design	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM Less than 1 year

15. FIRM NAME AND LOCATION *(City and State)*  
Alliant Engineering, Inc. (Jacksonville, FL)

16. EDUCATION <i>(Degree and Specialization)</i>  B.S. Landscape Architecture, University of Arkansas, Minor in Horticulture	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  ASLA; Currently pursuing licensure as a Landscape Architect in Florida in 2023
--	---

26. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Mr. Schmidt has more than 16 years of experience in the fields of land development planning, landscape architecture, urban design, and project management and is the Director of Landscape Architecture at Alliant. His primary responsibilities include project management, regulatory approvals, site layout and design, construction documentation, regional and community planning, and graphic design.

**27. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Reverie at Trailmark, St. Augustine, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018-2020	CONSTRUCTION <i>(If applicable)</i> 2019-2023

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  
Reverie at Trailmark, St. Augustine, FL — served as the project manager and designer responsible for the neighborhood entry, common area, pocket parks, beer garden, dog park, and amenities at the clubhouse. Reverie is a 55+ Master Planned Community located in St. Augustine Florida permitted as a Community Development District developed by Dream Finders Homes, LLC. Reverie consists of 487 class A single family homes, and 4,600 SF Neighborhood Clubhouse  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i> Sweetgrass, St. Mary's, GA	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i>

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  
Served as the project manager and designer responsible for the neighborhood entry, common area, pocket parks, beer garden, dog park, and amenities at the clubhouse. Sweetgrass is a 150 Acre Master Planned Community located in St. Mary's Georgia developed by Tierra Linda Development, LLC. Sweetgrass consists of 312 class A multifamily units, 194 townhomes, 143 single family homes, and 212,600 SF of commercial. The Sweetgrass project will end up as home to almost 650 families in walkable, mixed-use neighborhoods that provide not only housing but places for working, shopping, recreation, and civic engagement.  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i> Bradenton Riverwalk, Bradenton, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008-2012	CONSTRUCTION <i>(If applicable)</i> 2012

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  
My team was responsible for various project components, such as data collection, landscape design, color renderings and 3D modeling for the master plan. Kimley-Horn completed the master planning process for the 1.5-mile-long riverfront area in Bradenton known as the Riverwalk. Services included a grants/funding analysis, master planning, public involvement, design development, and stakeholder coordination. Unanimous approval was given from the Bradenton City Council with the preparation of construction documents and permitting drawings.  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE  Check if project performed with current firm

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

*(Complete one Section E for each key person.)*

12. NAME Joe Brinson, PWS	13. ROLE IN THIS CONTRACT Environmental Senior Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*  
ECS Florida, LLC - Jacksonville, FL

16. EDUCATION <i>(Degree and Specialization)</i>  Bachelor of Science, 1996, Forest Resource Management/Forest Biometrics, University of Georgia, Athens, GA	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Professional Wetland Scientist
--	---

28. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Mr. Brinson is an Environmental Senior Project Manager for ECS and has more than 26 years' experience in wetland permitting, species, timber assessments, greenbelts and tree / arborist services. His responsibilities include the daily management of all phases of environmental projects to include proposal preparation and review, environmental compliance (spec/NPDES), budgeting daily and ongoing activities, preparation and review of reports, daily on-going client interaction, developing a client database, invoicing and marketing. In his role, Mr. Brinson serves as a mentor to junior staff members on various environmental projects and assists senior staff in marketing initiatives.

**29. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Town Center Boulevard Property, Palm Coast, FL	2023	NA
<p>a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. ECS scientist completed a Ecological Diligence. The purpose of the field visit was to evaluate the site for the occurrence and/or potential for occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats. ECS Fees: \$1,850 Size: 5.09 acres</p>		
Dix Ellis, Jacksonville, FL	2023	NA
<p>b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. ECS scientist completed a Preliminary Wetlands Determination. The purpose of the field visit was to evaluate the site for the occurrence and/or potential for occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats. ECS Fees: \$1,500 Size: .77 acres</p>		
Beautyrest Avenue Property, Jacksonville, FL	2022	NA
<p>c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. ECS scientist completed a Ecological Due Diligence with CRAS. The purpose of the field visit was to evaluate the site for the occurrence and/or potential for occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats. ECS Fees: \$6,650 Size: 3.88 acres</p>		
First Coast Expressway Property, Middleburg, FL	2021	NA
<p>d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. ECS completed a Preliminary Wetlands Determination and Preliminary Threatened &amp; Endangered Species Survey. The purpose of the field visit was to evaluate the site for the occurrence and/or potential for occurrence of jurisdictional wetlands and/or protected wildlife species and their habitat. ECS Fees: \$6,650 Size: 3.88 acres</p>		
Bainbridge Nocatee Parkway Project, Jacksonville, FL	2021	NA
<p>e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. ECS completed a Preliminary Wetlands Determination and Preliminary Threatened &amp; Endangered Species Survey. The purpose of the field visit was to evaluate th site for the occurrence and/or potential for occurrence of jurisdictional wetlands and/or protected wildlife species and/or habitat on the site and its relevant surroundings. ECS Fees: \$2,300 Size: 13.5 acres</p>		

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

*(Complete on Section E for each key person)*

12. NAME Brett H. Harbison, P.E.	13. ROLE IN THIS CONTRACT Senior Geotechnical Engineer/Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM 5
15. FIRM NAME AND LOCATION (City and State) Meskel & Associates Engineering, PLLC, Jacksonville, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. Civil Engineering, Florida State University, 2007; Graduate Courses University of Central Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida P.E. 74679 Professional Engineer, Georgia PE037919	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Certified SmartPile EDC System (User ID # 020FL0029-13), Florida Engineering Leadership Institute Graduate 2015, American Society of Highway Engineers (ASHE), North Florida, ASHE Community Outreach Chairman, TCI Young Professional of the Year 2017			

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	<b>City of Jacksonville (COJ) Northbank Bulkhead Replacement, Jacksonville, Florida</b>	PROFESSIONAL SERVICES 2020 - Present	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Geotechnical Engineer responsible for coordinating the geotechnical exploration to replace the existing bulkhead along the northern bank of the St. Johns River in downtown Jacksonville extending approximately between the Fuller Warren bridge and Liberty Street. The project will include constructing a new bulkhead wall in front (waterside) of the existing bulkhead and installing anchors through the existing bulkhead. MAE's scope of work included land and waterside Standard Penetration Test (SPT) borings, rock coring, laboratory testing, and engineering analysis for the design and construction of the new bulkhead and anchors. (Contract Value: \$384,800)		
b.	<b>City of Jacksonville Sidewalks and Pedestrian Improvements, Jacksonville, Florida</b>	PROFESSIONAL SERVICES 2014-2020	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Geotechnical Project Manager. MAE's services for projects under this contract consist of geotechnical exploration and engineering analysis for tasks such as new sidewalks, drainage improvements, culvert extensions and replacement, and retaining walls. Typically, the geotechnical exploration included mobilizing our truck-mounted drill rig to City roads and highways. Following subsurface exploration, laboratory testing, and geotechnical engineering analysis, MAE provided geotechnical recommendations and site preparation recommendations. These recommendations included clearing and stripping; temporary groundwater control; soil parameters for culvert design; excavation protection; and structural backfill and compaction of structural backfill. (Contract Value \$128,740)		
c.	<b>Lonnie Miller Sr. Regional Park Structures &amp; Pedestrian Trail, Jacksonville, FL</b>	PROFESSIONAL SERVICES 2018	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Geotechnical/Soils Engineer. Park improvements proposed for this park included multiple new courts, multi-use fields, playgrounds, pavilions, new parking areas, elevated boardwalks, restroom and concession facilities, 2-story concrete scorer's building and 2,700 linear feet of asphalt surfaced pedestrian trail. Geotechnical explorations were performed. Reporting was presented and included design recommendations for shallow foundations, groundwater control and underdrain recommendations for field areas, and recommendations for construction of asphalt pavement base and structural courses for the trail system. Site preparation and earthwork recommendations included clearing and stripping, removal and replacement of deleterious soils/debris encountered, temporary groundwater control, and placement/compaction of fill and backfill soils. (Contract Value: \$37,800)		
d.	<b>FDOT District 2, I-95 Nassau River Bridge Improvements, Duval/Nassau County Line, FL</b>	PROFESSIONAL SERVICES 2021	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Foundation/Geotechnical Engineer of Record (GEOR)/Project Manager responsible for field coordination, laboratory shear strength testing, rock core strength testing, and geotechnical analyses to support design and construction of non-redundant drilled shafts to support crutch bents proposed for the existing I-95 north and southbound bridges. Brett directed field crews and staff in performing 24 Standard Penetration Test (SPT) borings in tidally inundated project area using amphibious and spud barge platforms. Borings were advanced to depths of 125 feet below the river mudline. Static axial shaft capacities were estimated to determine anticipated shaft tip elevations. Engineering reports were prepared including drilled shaft analyses, soil parameter recommendations for lateral analyses, and shaft installation/construction recommendations. (Contract Value: \$670,825)		
e.	<b>Moncrief Pedestrian Bridge Span Replacement, Jacksonville, Florida</b>	PROFESSIONAL SERVICES 2022	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the pedestrian bridge. The main span and extended ramps will be supported on 54-inch non-redundant drilled shafts. The existing bridge is approximately 70 to 75 feet long and the replacement bridge will be of similar length. (Contract Value \$14,000 est.)		



# Part F

## REPRESENTATIVE PROJECTS

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> Shadow Crest at Rolling Hills CDD (Phases 3B & 3C), GCS, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES 2021 – 2023 CONSTRUCTION <i>(If applicable)</i> 2023

**26. PROJECT OWNER'S INFORMATION**

b. PROJECT OWNER Rolling Hills CDD	b. POINT OF CONTACT NAME Marilee Giles	c. POINT OF CONTACT TELEPHONE NUMBER 904-940-5850 x412
---------------------------------------	---	---

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

CDD constructed by bond issuance infrastructure to support a 247-lot single-family platted phase of the community. Joe Schofield is the acting District Engineer for this part of the District, who is also the Engineer of Record.

Project required coordination with the primary CDD Engineer to coordinate ongoing construction of a prior phase adjacent Shadow Crest. Construction ran concurrently, so both Engineer's attended each monthly Board meeting to give Engineer's updates on each respective project. The prior phase included construction of a lift station to receive effluent from both projects.

Mr. Schofield assisted the CDD to secure electrical and landscape maintenance easements. He also reviewed all contractor, vendor, and supplier invoice and pay application to help ensure proper use of the bond funds. Scope included cost estimating and writing the Engineer's Report for Shadow Crest phase of the District full planned build-out.



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

a.	(1) FIRM NAME Alliant Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE Project Engineer
b.	(1) FIRM NAME Alliant Florida, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE Land Surveying
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

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> Spring Lake Subdivision	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019 – 2022	CONSTRUCTION <i>(If applicable)</i> NA

32. PROJECT OWNER'S INFORMATION

d. PROJECT OWNER Sunbelt Land Management	b. POINT OF CONTACT NAME Ken Belshe	c. POINT OF CONTACT TELEPHONE NUMBER 386-986-2411
---	--	--

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

Engineer of Record for complete design and permitting of 421 unit CDD residential subdivision. Provided all aspects of oversight and design. Provided Certified Engineer's Report including cost estimating for Palm Coast Park Community Development District (CDD).



34. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Alliant Engineering, Inc.	Jacksonville, FL	Project Engineer
b.	Alliant Florida, Inc.	Jacksonville, FL	Land Surveying
c.			
d.			
e.			
f.			

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

20. EXAMPLE PROJECT KEY NUMBER  
**3**

21. TITLE AND LOCATION *(City and State)*  
**Bunnell Westside Sewer Improvements - Phase 1, Bunnell, FL**

22. YEAR COMPLETED  
 PROFESSIONAL SERVICES: **2020**  
 CONSTRUCTION *(If applicable)*: **2020**

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER  
**City of Bunnell**

b. POINT OF CONTACT NAME  
**Dustin Vost**

c. POINT OF CONTACT TELEPHONE NUMBER  
**386.437.7515**

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

Alliant prepared and submitted a St. Johns River Water Management District REDI Grant Application on behalf of the City of Bunnell, FL. The application was ranked #1 by the SJRWMD. The project consisted of sanitary sewer CIPP lining, lift station upgrades, and regional storm sewer and swale improvements to address ongoing flooding issues in this Deen Road neighborhood.



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

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Alliant Engineering, Inc.	Jacksonville, FL	Project Engineer
b.	Alliant Florida, Inc.	Jacksonville, FL	Land Surveying
c.			
d.			
e.			
f.			



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

20. EXAMPLE PROJECT KEY NUMBER  
4

21. TITLE AND LOCATION *(City and State)*  
Flagler Beach Slip Lining Rehab, Flagler Beach, FL

22. YEAR COMPLETED  
 PROFESSIONAL SERVICES 2020  
 CONSTRUCTION *(If applicable)* 2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER  
City of Flagler Beach

b. POINT OF CONTACT NAME  
Lee Richards

c. POINT OF CONTACT TELEPHONE NUMBER  
386-517-2000 ext. 248

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

Alliant prepared and submitted a St. Johns River Water Management District REDI Grant Application on behalf of the City of Bunnell, FL. The project was funded by the SJRWMD and Alliant performed a 1.1-mile route survey along SR 100 (Moody Blvd) in the City of Bunnell from Grand Reserve Parkway to North Palmetto Street. This required deed research for all adjacent properties along the route including FDOT right-of-way. Alliant also prepared design and bid Documents for a reclaimed water main.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Alliant Engineering, Inc.	Jacksonville, FL	Project Engineer
b.	Alliant Florida, Inc.	Jacksonville, FL	Land Surveying
c.			
d.			
e.			
f.			

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

20. EXAMPLE PROJECT KEY NUMBER  
5

21. TITLE AND LOCATION *(City and State)*  
Sweetgrass Apartments (Phase 1) Enhanced Landscape

22. YEAR COMPLETED  
PROFESSIONAL SERVICES 2023  
CONSTRUCTION *(If applicable)* NA

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER  
Sweetgrass Acquisition LLC

b. POINT OF CONTACT NAME  
Ron Buckley

c. POINT OF CONTACT TELEPHONE NUMBER  
904-247-5334

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

Sweetgrass is a 150 Acre Master Planned Development located in St. Mary's Georgia for Tierra Linda Development, LLC. Sweetgrass consists of 312 class A multifamily units, 194 townhomes, 143 single family homes, and 212,600 SF of commercial. Working in collaboration with the client, architect, and interior designer, the Sweetgrass project will end up as home to almost 650 families in walkable, mixed-use neighborhoods that provide not only housing but places for working, shopping, recreation, and civic engagement. My team's services included project management for the design of the enhanced landscape, irrigation, neighborhood clubhouse amenity area which included the clubhouse pool deck, shade structures, outdoor kitchen, landscape architecture, hardscape, site electrical engineering (managed sub), mail kiosk, design of the neighborhood entry monument, security gate, dog park and all site civil design with permitting.



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

a.	(1) FIRM NAME Alliant Engineering, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE Project Engineer
b.	(1) FIRM NAME Alliant Florida, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, FL	(3) ROLE Land Surveying
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

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 6
21. TITLE AND LOCATION <i>(City and State)</i> Trout Creek Community Development District, St. Augustine, FL		22. YEAR COMPLETED PROFESSIONAL SERVICES 2023 CONSTRUCTION <i>(If applicable)</i> NA

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Trout Creek CDD	b. POINT OF CONTACT NAME Melissa Dobbins	c. POINT OF CONTACT TELEPHONE NUMBER 904.436.6270
-------------------------------------	---	--

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

ECS completed an Arboriculture Assessment for the landscape tree decline predominantly live oaks with a few magnolias. ECS understood the trees started to decline approximately two years after they were planted. ECS scope of work included assessing the current condition of landscaping trees along Shearwater Parkway, determine whether conditions require removal and recommend an appropriate course of action for remediation. Investigative methods used were visual inspection of roots and tree, soil ph and nutrient analysis, root excavation, general leaf density analysis, irrigation water ph testing and bulk density testing of the soil.



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

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	ECS Florida, LLC	Jacksonville, FL	Environmental
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

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <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 <b>7</b>
---	--

21. TITLE AND LOCATION <i>(City and State)</i> Tapestry Westland Village	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018-2019	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Arlington Properties	b. POINT OF CONTACT NAME Trey Barnes	c. POINT OF CONTACT TELEPHONE NUMBER (205) 397-6834
--	---	--

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

The subject project is located at the intersection of Collins Road at Plantation Bay Drive in Jacksonville, Florida. This task order included performing a geotechnical exploration, laboratory testing program, and engineering analysis to assist the design team with the design of the twelve 3-story residential buildings, a single-story clubhouse, lift station, pool, and dog park.

Our analysis included providing recommendations for the construction of shallow foundations and a wet well structure.

**FIELD EXPLORATION PROGRAM**

Borings: 16 SPT, 16 Hand Augers

Total Feet: 533 LF (9 SPT to 30 feet, 4 SPT to 20 feet, 1 SPT to 32 feet, 1 SPT to 25 feet, 5' sampling intervals) (16 6 foot

Hand Augers 1 foot sampling intervals)

Samples: 223

**LABORATORY TESTING PROGRAM**

Index Testing: 26 samples

26 -200, 26 MC, 4 OC, 4 AL

Contract Value: \$12,000



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

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	Meskel & Associates	Jacksonville, FL	Geotechnical Services
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



ALLIANT

# Part G

## KEY PERSONNEL PARTICIPATION IN REPRESENTATIVE PROJECTS

### G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>												
		1	2	3	4	5	6	7	8	9	10			
Brice Nelson, PE	48													
Curt Wimpée, PE	12	X	X	X	X	X								
Joseph Schofield, PE	12	X		X	X									
Adam Oestman, EIT	12													
David Schmidt	39						X							
Joe Brinson, PWS	23								X					
Brett Harbison, PE	27										X			

### 29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Shadow Crest at Rolling Hills CDD (Phase 3B&C)	6	Trout Creek Community Development District
2	Spring Lake Subdivision	7	Tapestry Westland Village
3	Bunnell Westside Sewer	8	
4	Flagler Beach CIPP	9	
5	Sweetgrass Apartments (Phase 1) Enhanced Landscape	10	



ALLIANT

# Part H

ADDITIONAL INFORMATION

**H. ADDITIONAL INFORMATION**

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

Alliant Engineering, Inc. (Alliant) is a local and highly experienced engineering firm that is perfectly suited to provide professional services from the RFQ. We are not only highly qualified, but we also have an intricate knowledge of the infrastructure challenges within smaller municipalities. Brice Nelson, PE will serve as the Project Manager and will be the CDD's main point of contact while Mr. Curt Wimpée, PE will serve as Alliant's Quality Manager. As Project Manager, Brice will be handling the District Meetings and managing the construction/engineering services.

Alliant's proposed team of professionals provides the CDD with a comprehensive understanding and approach to meet (and exceed) the CDD's objectives and goals. Our corporate mission to build better communities with excellence and passion is evident within our culture and separates us from the rest.

As part of our program for other similar clients, we have developed an internal Quality Management Plan (QMP) that defines how our team will provide quality in delivering services to the CDD. As Project Manager, Brice will ensure that the process is followed for every major deliverable and milestone. Alliant's experience with the quality control process has shown that it must be part of the everyday

Alliant Engineering, Inc.'s corporate office is located in Minneapolis, MN.

Alliant's teaming partner Meskel & Associates Engineering (MAE) is a certified Woman-owned DBE and JSEB based in Jacksonville, FL, with additional offices in Lake City and Tampa. They specialize in geotechnical engineering, drilling, and laboratory testing services. MAE's certifications are included at the end of the form.

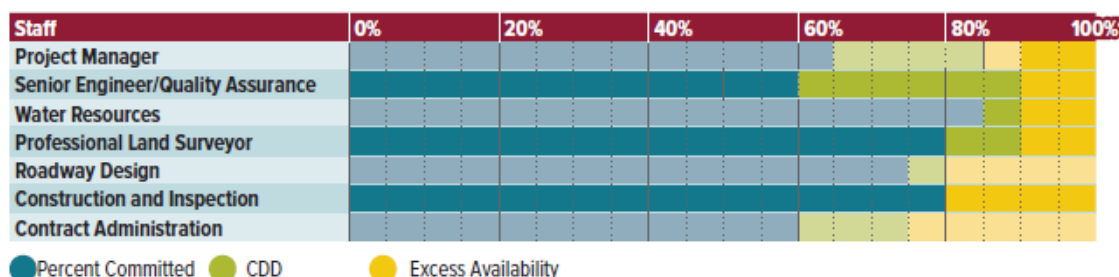
Alliant is dedicated to client satisfaction. To this end, we regularly assess our workload and plan for growth by keeping our staff level above our immediate needs. This enables us to keep quality and responsiveness at the highest level. As a Principal of Alliant and a member of our core team, Mr. Wimpée can allocate the support staff and resources to easily meet project schedules.

Alliant project managers meet each week to discuss current workload and staffing needs. We maintain a high-level project design schedule that tracks the expected level of project commitments per month compared to the available staffing. At our project manager meetings, we discuss project specific needs and upcoming deadlines to determine if the current staffing is appropriate or if changes will be required to ensure that schedules are met.

Exhibit 2 below illustrates the estimated time allotment that each of the key members can contribute at the moment. These percentages will fluctuate from week to week based on external influences, but resources will be concentrated when needed to complete specific tasks or address project needs as critical items dictate.

The Alliant Team has the experience and expertise required to provide high quality professional services to the CDD for this project. We believe the details of our proposal provide the CDD with excellent program value. We would be honored and excited to work with you on this project.

**Exhibit 2. Staff Workload and Availability**



**I. AUTHORIZED REPRESENTATIVE**

*The foregoing is a statement of facts.*

31. SIGNATURE

32. DATE

February 1, 2024

33. NAME AND TITLE

Curt Wimpée, P.E., Vice President Southeast Region



# SECTION VIII

# SECTION A

# SECTION 1

## **RETENTION AND FEE AGREEMENT**

### **I. PARTIES**

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

A. Kepler Road CDD (“**Client**”)  
c/o Governmental Management Services  
219 East Livingston Street  
Orlando, Florida 32801

and

B. Kutak Rock LLP (“**Kutak Rock**”)  
107 West College Avenue  
Tallahassee, FL 32301

### **II. SCOPE OF SERVICES**

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing.

### **III. CLIENT FILES**

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

**IV. FEES**

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Sarah R. Sandy	\$320
Michelle K. Rigoni	\$275
Associates	\$265 - \$285
Paralegals	\$170

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour per year.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

**V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Seventh Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

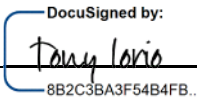
This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**KEPLER ROAD COMMUNITY  
DEVELOPMENT DISTRICT**

By:  \_\_\_\_\_  
8B2C3BA3F54B4FB...

Its: Chair

Date: 1/19/2024

**KUTAK ROCK LLP**

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

Its: Sarah Sandy - Partner

Date: January 23, 2024

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 65.5 cents per mile pursuant to the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 65.5 cents per mile pursuant to the standard mileage rate for business travel established by the Internal Revenue Service (IRS). Should the IRS increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.